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ABSTRACT

This report contains a State-by-State summary of statutory tenure provisions for teachers and other school personnel. In those States where tenure legislation is not Statewide, or where no tenure laws have yet been passed, other statutory provisions that bear on the duration of employment have been summarized. All reported enactments through September 30, 1972 are included and citations to appropriate State codes are given. A tabular listing shows the type of tenure and contract provisions in effect in each State. A related document is ED 050 459. (JF)

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RESEARCH REPORT 1972-R11

Teacher Tenure and Contracts

A Summary of State Statutes

EA 004 917

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TEACHER TENURE AND CONTRACTS
Research Report 1972-R11

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FOREWORD

CONTINUING EMPLOYMENT of teachers and protection against unfair dismissal or other adverse action are a major objective of the National Education Association. In pursuit of this objective, the NEA and its state and local affiliates continue to work for the enactment of and the improvement of state laws that guarantee teachers the rights of adequate notice, statement of charges, and a fair hearing under due process concepts before demotion, termination, or nonrenewal of employment can occur. In carrying this out, there is a need for current information on the prevalence and substance of teacher tenure laws throughout the country; this report is intended to serve this need.

The report compiles in summary form the provisions of teacher tenure laws in states where such legislation now exists as well as provisions of laws that govern the duration of employment contracts of teachers in nontenure states. This compilation provides information on the statutory provisions in effect in each state as of September 30, 1972.

This report was prepared by Frieda S. Shaprio.

Glen Robinson
Director of Research

INTRODUCTION

This compilation is a state-by-state summary of statutory tenure provisions relating to teachers and other professional school personnel. In those states where tenure legislation is not state-wide or where there are no tenure laws as yet, other statutory provisions pertaining to contracts that bear on the duration of employment have been summarized. All reported enactments through September 30, 1972, are included, and citations to the appropriate state codes are given.

The tabular listing on page shows at a glance the type of tenure and contract provisions in effect in each state as of September 30, 1972.

Definitions of the Classifications Used

State laws differ in terminology from one state to another, even though the subject matter of the legislation is the same and the objectives are similar. In this respect, tenure laws are no exception. As to title alone, for example, enactments containing tenure provisions may be called tenure, continuing contract, continuing status, civil service, or fair dismissal laws. On the other hand, statutory provisions in some states, while designated as continuing contract laws, in reality afford no tenure protection at all.

In view of the substantive differences found in the statutes, the three categories into which the laws covered in this compilation have been classified rest on these definitions:

Tenure law—This type of law is one which (a) provides for continuing employment of teachers who under its terms have acquired permanent or tenure status, and (b) requires school boards to comply with prescribed procedural provisions of notice, statement of charges, and right to a hearing before a tenure teacher can be dismissed, or before nonrenewal of the teacher's contract of employment can be effective.

It should be mentioned that under the stated definition, placement of the laws of a few states into the tenure law category is not free of difficulty. Nevertheless, there were enough elements in the questioned laws to resolve the doubts in favor of grouping them with tenure laws rather than in the classification described next.

Continuing contract law of the spring notification type—This type of law requires only that the teacher be given advance notice of nonrenewal of his employment contract. Generally there is no requirement that the teacher be apprised of the reasons for the action taken by the school board. Under its provisions, unless the board notifies the teacher to the contrary by the date specified in the statute, the contract is deemed to be automatically renewed for the succeeding school year. A basic difference between this type of law and a tenure law is the notable absence of essential provisions respecting notice, statement of charges, and right of hearing before the teacher's employment can be terminated or nonrenewed.

Annual or long-term contracts—These provisions deal only with the period for which a contract may be entered into between the school board and the teacher. There are five states where neither tenure laws nor continuing contract laws of the spring notification type are in effect, except for one state where local tenure laws cover three counties. In three of these states, the statutes are silent on the permissible length of the contract term; annual contracts are expressly authorized by law in one state, and in another, long-term contracts are permitted.

Judicial Decisions

This report is devoted exclusively to the statutory provisions on teacher tenure and contracts. As a body of law on the subject, however, these statutes do not stand alone. Their import is affected significantly by judicial interpretations of their language and by court rulings concerned with other questions arising under these statutues.

The court decisions should be consulted for a fuller understanding of the scope of these statutes, as well as their relationship to dismissal procedures in negotiated agreements arrived at in the collective bargaining process between school boards and teachers organizations.

Due process rights of nontenure teachers—Attention is also directed to judicial developments with respect to due process rights of nontenure teachers. In a number of states, as this compilation shows, nontenure teachers employed in school districts governed by tenure laws have statutory due process rights to the extent that employing school boards are required to give notice, a statement of charges, and a hearing before teachers without tenure may be dismissed during the school year. Also, there are states with laws that accord nontenure teachers procedural safeguards upon nonrenewal of the contract, or at least require that a statement of reasons be supplied to the teacher upon request.

Procedural due process rights for nontenure teachers in the absence of statutory protection have been a subject of much litigation in the past few years. The issue of whether nontenure teachers who are not rehired at the expiration of their contracts are constitutionally entitled to procedural protections under the due process clause of the Fourteenth Amendment was considered by the Supreme Court of the United States in two decisions handed down on June 29, 1972, in *Perry v. Sindermann*[1] and *Board of Regents of State Colleges v. Roth*.[2]

Under the standards enunciated by the Supreme Court in these two decisions, a nontenure teacher would be entitled to a statement of reasons and to an opportunity for an administrative hearing if the teacher can show that the nonrenewal of his employment contract deprives him of an interest in "liberty" or "property." An interest in "liberty" would be implicated and the requirements of due process would apply where the state, in declining to rehire a teacher, makes any charges against him "that might seriously damage his standing and associations in his community" or imposes on him "a stigma or other disability that foreclose[s] his freedom to take advantage of other employment opportunities."[3] An interest in "property" would be implicated so as to require procedural due process in nonrenewal situations, if the teacher can show that he has a legitimate claim for entitlement to re-employment and not merely an abstract interest or desire for it or a unilateral expectation of it. A property interest sufficient to require a prior administrative hearing may emanate from explicit contract terms which provide for renewal absent "sufficient cause"; or from express understandings which show a *de facto tenure* policy arising from rules and understandings officially promulgated and fostered; or from statements, policies, and practices which give rise to an implied promise of continued employment absent cause. The Supreme Court also held that a nontenure teacher who is dismissed during the term of his contract has a property interest in continued employment that requires a hearing that accords with due process standards.

These two decisions leave open questions as to when refusal to rehire nontenure teachers implicates interests in "liberty" and "property." Answers will be forthcoming as lower federal courts interpret and apply the Supreme Court guidelines in deciding the numerous cases that are now pending or that are bound to reach them for adjudication.

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[1] 92 S.Ct. 2694 (1972).
[2] 92 S.Ct. 2701 (1972).
[3] Id. at 2707.

TYPE OF STATE TENURE OR CONTRACT PROVISIONS IN EFFECT, SEPTEMBER 30, 1972

1. STATES WITH TENURE LAWS

State-wide without exception

Alabama	Iowa	New Mexico
Alaska	Kentucky	North Carolina
Arizona	Louisiana	North Dakota
Arkansas	Maine	Ohio
Colorado	Maryland	Oklahoma
Connecticut[a]	Massachusetts	Pennsylvania
Delaware	Michigan	Rhode Island
District of Columbia	Minnesota	South Dakota
Florida[b]	Missouri	Tennessee
Hawaii	Montana	Virginia
Idaho	Nevada	Washington
Illinois	New Hampshire	West Virginia
Indiana	New Jersey	Wyoming

Less than state-wide—exceptions noted

California:	Optional in districts with average daily attendance under 250 pupils.
New York:	Certain rural districts not covered.
Texas:	Law is permissive; all districts have the option of coming under the tenure provisions.

In certain places only

Georgia:	DeKalb, Fulton, and Richmond counties
Kansas:	Kansas City, Topeka, and Wichita
Nebraska:	Lincoln and Omaha
Oregon:	Districts with average daily attendance of 4,500 or more, and districts where tenure was in effect on August 24, 1965
Wisconsin:	County and city of Milwaukee

2. STATES WITH CONTINUING CONTRACT LAW OF SPRING NOTIFICATION TYPE

Less than state-wide—exceptions are tenure areas listed above

Kansas
Nebraska
Oregon
Wisconsin

3. ANNUAL OR LONG-TERM CONTRACTS

Georgia (except for three tenure areas)
Mississippi
South Carolina[c]
Utah[c]
Vermont[c]

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[a]Special local tenure laws govern certain cities.
[b]Special local tenure laws govern certain counties.
[c]Statutes silent on permissible length of contract term.

ALABAMA

Reference: *Code of Alabama* (Recompiled 1958). Title 52, Chapter 13, secs. 351 to 361.

Coverage—State-wide; covers teachers, principals, and supervisors. *Note:* Certain counties were formerly exempted from the state tenure law and covered under local acts. In 1968, a federal district court in *Alabama State Teachers Association v. Lowndes County Board of Education* (289 F.Supp. 300) declared these local laws to be unconstitutional.

Probationary service—Three years in same county or city school system, and re-employment for fourth year. A tenure teacher appointed to the position of principal or supervisor must serve three years in such position before acquiring tenure as principal or supervisor. Notice must be given by the last day of the term if the teacher is not to be re-employed for the ensuing year; the teacher is deemed to have accepted unless notice is given to the board by June 15.

Tenure Provisions

The provisions of the law refer to "continuing service status." Salary changes may be made in accordance with the general salary schedule. Transfers are authorized, to be without loss of status or violation of contract and not for political or personal reasons. The teacher may demand a hearing on the proposed transfer and has the right to appeal. Reorganization of school districts shall not jeopardize the tenure status of teachers involved. The legislature or a local board may retire teachers at certain ages.

Causes for dismissal—Incompetency, insubordination, neglect of duty, immorality, justifiable decrease in number of teaching positions, other good and just cause, but not political or personal reasons. If justified, immediate suspension may be made.

Notice, hearing, and appeal—Notice of contemplated dismissal of a permanent teacher is to be given not less than 20 or more than 30 days before hearing date. A copy of reasons must accompany the notice. The teacher must file intention to contest dismissal at least five days before the date set for the hearing. The hearing shall be public or private at the option of the teacher. At the hearing the teacher may appear with or without counsel and be heard, and present testimony of witnesses and other evidence. Right is given to subpoena and cross-examine witnesses. The board must have a transcript made of the record of the hearing proceedings.

After the hearing, a majority vote of the board is necessary for dismissal. The board may defer decision for not more than five days. The decision of the board is final unless arbitrarily unjust or failing to follow statutory procedure.

The teacher has the right to appeal to the state tenure commission within 15 days. Copies of the record of the hearing before the school board must be supplied by the board to the teacher and the tenure commission within 20 days of the hearing date. Hearing on appeal must be set within 40 days of the board's decision, with five days' advance notice to the teacher of the time and place. The commission considers the case on the record of the proceedings before the school board. Decision on the validity of the board's action must be rendered within five days of the hearing by a majority vote. Action of the state tenure commission is final and conclusive. Mandamus is permitted, to determine whether the commission complied with statutory provisions or acted unjustly. No action at law for damages for breach of contract is permitted.

Other provisions—The teacher may not resign during the school term or for 45 days before the opening of the term; otherwise, with five days' notice in writing. Violation of this provision is deemed unprofessional conduct; the state superintendent is authorized to revoke or suspend the certificate of such a teacher.

ALASKA

Reference: *Alaska Statutes.* Title 14, secs. 14.20.130–14.20.210.

Coverage–State-wide; covers teachers, counselors, and administrators holding standard certificates who are employed by school districts or in the state-operated school system.

Probationary service–Continuous employment for two full school years in the same school district and re-employment for the following school year.

A teacher must be notified of nonretention, otherwise re-employment is automatic for the next school year. The right to be re-employed expires if the teacher fails to accept a contract or re-employment within 30 days after its receipt.

Nonretention or dismissal of probationary teachers–A probationary teacher is subject to nonretention at the expiration of his contract for any cause which the board deems adequate. Written notice of nonretention must be given on or before the last day of the school term. Upon request, the teacher is entitled to receive a written statement of the cause for nonretention and to be heard informally under procedures the employing board must provide by regulation or bylaw.

Causes for dismissal of a probationary teacher during the school year and hearing procedures in dismissal cases are the same as for tenure teachers, except that the probationary teacher is not entitled to the judicial review outlined below.

Tenure Provisions

Tenure rights become effective on the first day the teacher performs teaching services in the district in the year following the probationary period. A tenure teacher has the right to employment within the district during continuous service. A tenure teacher may agree to a new contract at any time. If the teacher fails to agree to a new contract, the previous contract is continued. Continuation of the contract does not affect the alteration of salary in accordance with the salary schedule prescribed by state law or in accordance with the adopted local salary schedule applicable to all teachers within the district; nor does it limit the right of the board to assign a teacher to any teaching, administrative, or counseling position for which he is qualified and to assign a teacher to any school in the district as is reasonably necessary. Superintendents may be given a contract for more than one year but not more than three consecutive school years.

Tenure is lost when the teacher reaches age 65 or if employment in the district is interrupted or or terminated.

Notice of nonretention must be given the tenure teacher before March 16.

Causes for nonretention or dismissal–Incompetency, immorality, and substantial noncompliance with school laws and regulations. Definitions of these causes are included in the statute. Teachers are also subject to nonretention for decrease in enrollment.

Notice and hearing–Notification of dismissal of a probationary teacher, or of nonretention or dismissal of a tenure teacher must include a statement of cause and a complete bill of particulars. Within 15 days after receipt of the notice, the teacher may make a written request for a hearing before the school board. If the teacher is employed by the State Department of Education, the hearing is to be held before an appeal panel consisting of the commissioner and two members of the state board.

In his written request for a hearing, the teacher may require that the hearing be public or private, the hearing be under oath or affirmation, he have the right to cross-examination, be represented by counsel, and have the right to subpoena any person making charges against him. Upon receiving the request, the board shall immediately arrange for a hearing, and notify the teacher of the place, time, and date. A record of the hearing must be kept and a transcribed copy furnished for cost upon the teacher's request.

Final decision of the board requires a majority vote of the membership by roll call. The written decision must contain specific findings of fact and conclusions of law. The teacher must receive written notification of the board's decision within 10 days of the date of the decision.

Judicial review—A tenure teacher is entitled to a *de novo* trial in the superior court in the event the decision of the local board or appeal panel (in case of a teacher employed by the state department of education) is unfavorable.

Suspension—A probationary or tenure teacher may be suspended temporarily with regular compensation during a period of investigation to determine whether or not cause exists for the issuance of a notification of dismissal under the terms of the law.

Other provisions—School districts may adopt teacher tenure regulations not in contravention of state law or state board of education rules and regulations.

ARIZONA

Reference: *Arizona Revised Statutes Annotated.* Title 15, secs. 251 to 260.

Coverage—State-wide; covers full-time classroom teachers employed by school districts or in accommodation schools operated by counties, principals who devote not less than half time to classroom teaching, and supervisors.

Probationary service—Three years and re-employment for the fourth year for any school year commencing in September 1950 or thereafter. A major portion of a school year is considered equivalent to a full year of employment. Renewal of a contract of a probationary teacher is automatic unless terminated on or before March 15. The teacher must indicate acceptance of the contract within 30 days after receipt.

Tenure Provisions

Provisions of the law refer to continuing contracts. The contract of a continuing teacher is automatically renewed unless terminated on or before March 15; the teacher's acceptance must be indicated within 30 days of its receipt.

The board has the right to reduce salaries or to dismiss teachers to effectuate economies, or to improve efficient conduct and administration of the schools, but all salary reductions shall be in accordance with a general salary reduction applied equitably to all teachers of the district. Notice of reduction shall be given not later than May 1. Teachers dismissed for economy or reduced enrollment have a preferred right of reappointment in the order of original employment in the event an increase in the number of teachers is made within three years.

The tenure status of a teacher is preserved if the teacher transfers from a common school district to a high school district or vice versa, provided the districts have coterminous boundaries and a common board of trustees, and the board recognizes the previously established tenure of the transferred teacher.

Causes for dismissal—The law states that dismissal shall be for good and just cause, not for the religious or political beliefs or affiliations unless in violation of the oath of the teacher.

Notice, hearing, and appeal—At the time dismissal of a tenure teacher is recommended by the administrator to the school board, written notice must be given to the teacher specifying the cause. The board is required to set a hearing date and give the teacher five days' written notice of the time and place. At the hearing the teacher has the right to appear in person and by counsel, if desired, to present testimony and evidence or statements, either oral or in writing.

The board shall make its decision within 30 days after the hearing on whether there is good and just cause to dismiss the teacher and render its decision accordingly. The decision of the board shall be final unless the teacher appeals to the county court within 10 days after receiving the termination notice. The court shall hear the case *de novo* not less than 20 nor more than 40 days after the date of the filing of the appeal.

Suspension—A continuing teacher may be suspended by the same procedure as is prescribed for dismissal, but shall be paid full salary for the balance of the school term. If the suspension is made permanent, the contract shall be deemed terminated.

Other provisions—Resignations of probationary and continuing teachers are prohibited after contracts have been signed and returned unless approved by the school board. Violation of this provision is deemed an unprofessional act and may result in disciplinary action on recommendation of the board, including suspension or revocation of certificate, to be determined by the state board.

The law is declared to be subject to amendment or repeal and not to create vested rights to continued employment.

ARKANSAS

Reference: *Arkansas Statutes 1947 Annotated* (1960 Replacement Volume). Secs. 80-1236; 80-1243–80-1248.

Coverage–All teachers in the state. *Teacher* is defined as any person employed by a school district in the state in a teaching, administrative, or supervisory capacity for which a certificate is required.

Probationary service–None. Local school boards may employ professional personnel by written contract for periods of time not to exceed three years. Such contracts may be renewed annually.

Tenure Provisions

The law is entitled a fair employment and dismissal practices act.

Notice and hearing–No causes for dismissal are set out in the law. If a local board decides to dismiss a teacher, written notice must be presented to the teacher during the contract period. In the case of nonrenewal of a teacher's contract, the teacher must be notified either during the contract term or within 10 days after the conclusion of the school year. The board may include in the notice a statement of reasons for the dismissal or nonrenewal; otherwise the teacher may file a written request for such statement within 10 days after receipt of the notice. The board must reply to the teacher's request within five days.

Within 30 days after receipt of the notice of dismissal or nonrenewal, the teacher may request in writing a hearing before the board. This hearing must take place no less than 5 nor more than 10 days after the request is received, except that the teacher and the board may agree in writing to a postponement of the hearing to a mutually agreeable date. The hearing is private unless one party requests that it be public. Both parties may be represented by counsel. The board may make and preserve a full record of the proceedings and make a copy available to the teacher on request and must make the record if the teacher requests in writing at least 24 hours prior to the hearing. In either case the record is to be made at the expense of the school board and the teacher furnished a copy free of charge.

It is not necessary that the teacher request a hearing as a prerequisite to seeking any remedy at law or at equity that may be available.

Other provisions–Quitting or refusing to teach without just cause and entering into a contract with another district makes the teacher liable to the suspension of his certificate for the remainder of the original contract period.

CALIFORNIA

Reference: *California Education Code.* Secs. 856, 13304-13337; 13401-13414; 13439; 13442-13443.6; 1344.45; 13447-13448; 13485-13489. In addition, the following sections apply specifically to community college school districts: Secs. 13345-13346.40; 13348.05; 13411.05; 13480-13484. For state colleges, secs. 24301–24310 apply.

Coverage–State-wide; but provisions differ for school districts of different sizes, for community college districts, and state colleges as noted. Administrators do not gain permanent tenure except as teachers; teachers promoted to administrative positions retain classification as permanent teachers. Teachers of classes for adults are covered according to service per hour per week, but tenure provisions do not apply to teachers assigned to 10 or fewer hours in adult education classes in school districts with 400,000 average daily attendance (Los Angeles).

Probationary service–Three years and re-election for fourth consecutive year in districts of any type or class or in schools or classes maintained by a county superintendent with average daily attendance of 250 or more. In districts with 60,000 or more average daily attendance, tenure may be granted after two years' probation and re-election. In districts under 250 average daily attendance, employees who have served three years may be classified as permanent or continued on a year-to-year basis. Every certificated employee in school districts having an average daily attendance under 250, and every certificated employee of any school district serving in a position requiring a supervision or administrative credential may be offered a continuing contract for a period longer than one year but not to exceed four years. A governing school board may waive the service of a probationary period for a teacher who had permanent status in another school district.

A person employed in an administrative or supervisory position under a contract for a four-year term of employment, gains permanent tenure as a classroom teacher if the school board determines prior to May 15 of the third year under such four-year contract to classify him as permanent. A person in an administrative or supervisory position who is transferred to a teaching position shall, upon request, be given a written statement of reasons for the transfer.

Any service under a provisional certificate does not count toward tenure. Service for at least 75 percent of the school year constitutes a complete year of probationary service, but summer-school service may not be counted. Service as an instructor in classes conducted under contract with public or private agencies may be counted toward the fulfillment of the probationary period if the teacher was previously employed on a probationary basis in a regular educational program of the school district. Service as a substitute or temporary employee may be counted as part of the probationary period under certain circumstances.

If a permanent teacher resigns and is re-employed by the school district within 39 months after his last day of service, the break in employment must be disregarded and the teacher must be restored to permanent status. Time spent in military service does not count as part of the 39-month period. If a permanent teacher is granted a leave of absence and transfers to another district under the same administrative supervision as the district from which he is on leave, he may acquire permanent tenure in the district to which he transferred if he is employed there a second year; his permanent classification in the district from which he transferred then expires. High-school teachers classified on tenure while serving in community colleges shall be classified as tenure teachers if employed in the community college district in a certificated position.

Dismissal of probationary teachers–Probationary teachers may be dismissed during the school year for cause only, as in the case of permanent teachers. Non-re-employment of probationary teachers at the end of the school year may be for cause only–a cause related to the welfare of the schools and the pupils thereof. The causes for dismissal are not restricted to those specified for permanent teachers. The board's determination as to the sufficiency of the cause shall be conclusive and is not subject to court review.

Non-re-employment of probationary teachers– The board must give written notice to the probationary teacher by May 15 if he is not to be re-employed for the ensuing year. Prior to formal board action of such non-re-employment, the superintendent (or if there is none, the clerk or secretary of the governing board) must notify the teacher in writing by March 15 that he is not being recommended for re-employment and state the reasons. If a probationary employee has been in the employ of the district for less than 45 days on March 15, the giving of such notice may be deferred until the 45th day of employment and all the time periods and deadline dates are coextensively extended.

The teacher is entitled to a hearing if he makes written request therefor which shall not be less than seven days after the date on which the notice is served on the teacher. Until the teacher requests a hearing or has waived his rights thereto, the notice and reasons for non-re-employment shall be kept confidential and not divulged to any person, except as may be necessary in the performance of duties; however, violation of confidentiality shall not in any way be construed as affecting the validity of the hearing. The hearing is to be conducted by a hearing officer who shall prepare a proposed decision containing findings of facts and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils. The proposed decision shall not contain a determination as to the sufficiency of the cause or a recommendation as to the disposition of the case. This is left to the governing board. The proposed decision must be submitted to the governing board on or before May 7, and the teacher must be notified of the board's decision by May 15. If the board fails to give such notice, the teacher is deemed re-employed for the next school year. If the governing board decides not to re-employ the probationary teacher for the next school year, a statement of reasons must be given the teacher within 10 days of a request therefor. All expenses of the hearing, including the cost of the hearing officer, must be paid by the school district.

In the event the school board dismisses or fails to rehire a probationary teacher, it must transmit to the state department of education on or before September 1 of the next succeeding school year a statement of reasons for its actions. This statement must be an exact copy of the statement of causes or reasons for dismissal furnished the teacher. Such information is to be treated as confidential matter by the state department of education, and shall be referred to only in order to prepare a descriptive and statistical analysis of causes or reasons for dismissal or failure to rehire for an annual report to the state legislature. (These provisions, contained in Section 13443.5, do not apply to actions of the governing boards of community college districts.)

Contract renewal of administrative and supervisory personnel– Unless a certificated employee who holds a position requiring an administrative or supervisory credential is given notice in writing by March 15 that he may be released from his position for the following school year, he shall be continued in his position. This provision does not apply to those persons with written contracts with expiration dates beyond the current school year.

Evaluation of performance– All certificated employees, whether probationary or permanent, must be evaluated. The governing board of each school district shall develop and adopt a uniform set of objective evaluation and assessment guidelines and procedures, and in doing so shall avail itself of the advice of its certificated instructional personnel. These guidelines shall include but not necessarily be limited in content to (a) establishment of standards of expected student progress in each area of study and techniques for assessment of that progress; (b) assessment of certificated personnel competence as it relates to the established standards; (c) assessment of other duties normally required to be performed by certificated personnel as an adjunct to their regular assignments; (d) establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.

Evaluation and assessment of performance must be in writing and a copy transmitted to the certificated employee not later than 60 days prior to the end of each school year in which the evaluation takes place. The certificated employee has the right to react or respond in writing to the evaluation and such statement becomes a permanent part of the employee's personnel file. Before the end of the school year, the evaluator and the employee shall meet to discuss the evaluation.

The evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once a year for probationary employees and at least every other year for permanent employees. Each evaluation must include recommendations, if necessary, as to areas of improvement. If the employee's performance is not up to the board's prescribed standards, the school board must notify the employee in writing describing the unsatisfactory performance and thereafter shall confer with the employee and provide specific recommendations and assistance.

Tenure Provisions

Permanent status ceases at age 65; thereafter employment is from year to year at the discretion of the governing board. Any teacher, permanent or probationary, who is not re-employed after age 65 will be considered to have retired on disability if ineligible for full retirement.

In case of decreased enrollment or abolishment of a particular kind of service, no permanent teacher may be dismissed so long as a probationary teacher or a permanent teacher of less seniority is retained, and notice must be given by May 15. If such notice and right to a hearing are not given to the permanent or probationary teacher, he is deemed re-employed for the next school year. Permanent employees so dismissed have a preferred right to reappointment for three years, unless age 65 by that time, and in order of original employment. These rights may be waived by the teacher without prejudice for not more than one school year unless the board extends the right. If the teacher is reappointed, the period of absence is treated as leave. During his absence the teacher has a right to prior opportunity for substitute service at his former salary.

Permanent teachers must be evaluated at least once every other year in accordance with the provisions described above.

Causes for dismissal Immoral or unprofessional conduct; commission of, or aiding or advocating the commission of, acts of criminal syndicalism; dishonesty; incompetency; evident unfitness for service; physical or mental condition unfitting a teacher to instruct or associate with children; persistent violations of or refusal to obey school laws or reasonable regulations of the board or the state board; conviction of a felony or of any crime involving moral turpitude; advocating or teaching communism with intent to indoctrinate pupils; knowing membership in the Communist Party or in any organization that advocates the overthrow of the government by force or violence; or refusal to answer questions by the school board or legislative investigating committees concerning Communist party membership or present personal advocacy of the violent overthrow of the government of the United States, or of any state.

Suspension The teacher may be suspended immediately if the charge is immoral conduct, conviction of a felony or any crime involving moral turpitude, advocating or teaching communism, knowing membership in the Communist Party, or refusal to answer questions relating thereto before the board or investigating committes, or willful refusal to perform regular assignments without reasonable cause, as prescribed by reasonable rules and regulations of the employing school district.

There also may be immediate suspension if the charge against the teacher is incompetency owing to mental disability (see paragraph below on procedures and rights). An employee charged with a sex offense as defined in Section 12912 shall immediately be placed on compulsory leave of absence.

If the teacher has been suspended pending a hearing, he shall be reinstated within five days after a decision in his favor by the governing board and he shall be paid full salary for the period of suspension.

Notice of dismissal Charges may be filed by any person or by the board. Thirty days' written notice with statement of charges must be given personally or by registered mail, but no notice is permitted between May 15 and September 15.

Any written statement of charges of unprofessional conduct or incompetency must specify the instances of behavior and the acts or omissions constituting the charge, including the statutes and rules alleged to have been violated and the facts relevant to each occasion, to enable the teacher to prepare his defense. The board may not act on charges of unprofessional conduct or incompetency unless during the

preceding term or half-school year prior to the date of filing of the charges and at least 90 days before the filing of charges, the board or its representative has given the teacher written notice of unprofessional conduct or incompetence, specifying the nature of the charges with such specific instances of behavior and with such particularity as to furnish the teacher opportunity to correct faults and overcome the grounds of such charge. The notice shall include the evaluation made as required by law. Unprofessional conduct and incompetency as used here do not include any other cause specified for dismissal.

No report on a teacher's fitness in a dismissal proceeding shall be received from a state-wide professional organization by a school board, unless prior to the preparation of the report in final form, the teacher had the opportunity to submit in writing his comments thereon and unless the teacher is given a copy of the final report at least 10 days before its submission to the board. Such a report shall not be distributed other than to the board and those persons participating in its preparation, unless the teacher does not demand a hearing.

Hearing and appeal—The teacher notified of the board's intention to dismiss him has 30 days to demand a hearing. If he does not demand a hearing, he may be dismissed upon expiration of the 30 days after service of the notice. If a hearing is demanded, the board, unless it rescinds its action, must schedule a hearing. The hearing must commence within 60 days of the request and the decision made in accordance with the provisions of the Administrative Procedures Act (Ch. 5, sec. 11500, etc. Part 1 of Division 3 of Title 2, of the Government Code). Two different hearing bodies are specified, depending on the causes for dismissal.

The hearing is held before a *Commission of Professional Competence* for causes related to unprofessional conduct, dishonesty, incompetence, evident unfitness for service or persistent violation of or refusal to obey state school laws or reasonable rules and regulations of local and state boards of education.

This Commission consists of three members; one is selected by the teacher, one is selected by the governing board, and the third member is a hearing officer of the State Office of Administrative Procedure who, besides being a voting member of the competency panel, acts as chairman and is responsible for assuring that the teacher's legal rights at the hearing are protected. If either the governing school board or the teacher for any reason fails to select a commission member within seven days before the hearing date, such failure is deemed a waiver of selection, and the county board makes the selection. However, when the county board is also the governing board of the school district, the selection is made by the state superintendent of public instruction. The member selected by the governing board and the member selected by the teacher must have at least five years' experience in the specific educational function of the teacher being accused.

The Commission of Professional Competence by majority vote decides whether the teacher should or should not be dismissed. It must prepare a written decision setting forth its findings of fact and determination of the issues. This majority decision shall be deemed to be the final decision of the governing board.

The hearing is held before a *state hearing officer* alone where the cause for dismissal of the teacher is physical or mental condition unfitting the teacher to instruct or associate with children; conviction of a felony or of any crime involving moral turpitude; commission, aiding, or advocating the commission of acts of criminal syndicalism; knowing membership in the Communist Party; advocating or teaching communism with intent to indoctrinate pupils and refusal to appear before or answer questions by the school board or legislative investigating committees concerning knowing membership in the Communist Party or any other subversive organization or present personal advocacy of violent overthrow of the Government of the United States or of any state.

The decision of the state hearing officer is binding on the local school board.

At either type of hearing, whether before the Commission of Professional Competence or before a state hearing officer alone, the teacher and the governing board have the right to be represented by counsel. All witnesses must testify under oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred four years prior to the filing of the notice of intent to dismiss. Evidence of records regularly kept by the governing board concerning the teacher may be introduced, but no decision to dismiss or suspend any teacher shall be based on charges or evidence of any nature relating

to any matters that occurred more than four years prior to the filing of the notice. The board may adopt from time to time necessary rules and procedures not inconsistent with these provisions to effectuate the statutory hearing requirements.

If the governing board orders the dismissal of the teacher, both sides share equally in the cost of the hearing officer, and each side pays its own attorney fees. If the governing board orders that the teacher not be dismissed, the board pays all hearing expenses, including reasonable attorney fees incurred by the teacher.

Both the teacher and the governing school board have the right to petition the court to review the decision of either the Commission on Professional Competence or the state hearing officer. In reviewing the decision, the court shall exercise its independent judgment on the evidence. The proceeding shall be set for hearing at the earliest possible date and shall take precedence over all other types of cases.

Suspension for mental illness—The board may suspend or transfer any certificated employee when it has reasonable cause to believe the employee is suffering from a mental illness to such a degree as to render him incompetent to perform his duties. The employee must be given a written statement of fact giving rise to the board's belief and an opportunity to appear before the board within 10 days to explain or refute the charges. If after the employee has appeared before the board, the board decides to continue the suspension or transfer, or if the employee elects not to come before the board, the employee shall be offered, in writing, an opportunity to be examined at school district expense within 15 days of the suspension or transfer by a panel of three psychiatrists which he selects from a list provided by the board. The employee may have his own psychiatrist or physician at the examination, and his report must be accepted for filing with the panel at the employee's request.

The panel's written report with its finding must be submitted to the board and to the employee upon request within 10 days of completing the examination. The employee continues to receive his regular salary and other employment benefits during the period from the date of suspension to the filing of the panel's report. If the majority of the panel finds for the employee, the record must be expunged of any reference to the mental illness or suspension. If the majority of the panel finds that the employee is suffering from a mental illness of such a degree that renders him incompetent to perform his duties, the board may place the employee on mandatory sick leave, not to exceed two years, with entitlement to all accrued sick leave and hospital and medical benefits. In this event, the employee may demand a hearing. The board must then file a complaint in the superior court asking the court to determine whether or not the charges set forth are true, and if true, whether they constitute sufficient grounds to place the employee on the mandatory sick leave of absence.

If the court finds that the employee was able to perform his assigned duties at the time of the suspension and should not have been placed on the mandatory leave of absence, the employee shall be immediately reinstated to the same or substantially similar position. The written record of the suspension or transfer and the report of the panel of psychiatrists must be destroyed. If the court confirms the placing of the employee on sick leave, or if the employee does not ask for a hearing, the employee may, after being on the leave for at least six months, but not later than two years, request that a new panel of three psychiatrists be convened by and at board expense, to review the original conclusion. If the new panel does not change the originial conclusion, the mandatory leave shall continue, except that where the total leave exceeds two years, the board shall either rescind its action and reinstate the employee, or serve notice of intention to dismiss him and proceed in accordance with the statutory dismissal provisions. If the new panel in its report or subsequent review thereof finds that the suspended employee or the employee on mandatory sick leave should be permitted to return to his duties, or if the court so concludes, the governing board must take immediate action to restore the employee to the same position from which he was suspended or transferred or to a substantially similar position.

Every hearing and action by or before the board in mental illness cases shall be in executive sessions, and no decision, action, or occurrence therein shall be made public unless the employee so requests in writing.

Community College School Districts

The following provisions specifically apply to certificated personnel in community college school districts, effective as of September 1, 1972. Also applicable in a manner consistent with these provisions are other provisions of the law which govern the employment of persons in certificated positions by a school district or establish rights and responsibilities for such persons.

Coverage—Persons in positions requiring certification qualifications. Excludes superintendent, assistant or deputy superintendent of the community college district, or the president of the community college.

Probationary service—One or two academic years of service in the discretion of the board. Before a decision is made to grant continued (permanent) employment to a probationary (contract) employee, the following conditions must be met: the employee must have been evaluated in accordance with the statutory evaluation provisions, and the governing board must have received statements of the most recent evaluations, the recommendations of the superintendent of the community college district, and if the employee is employed at a community college, the recommendation of the college's president. Written notice of the board's decision with reasons must be given to the probationary employee by March 15 of the academic year covered by the existing contract. Failure to give such notice extends the employment under an existing contract for the first academic year without change to the following academic year. Failure to give such notice at the end of the second consecutive contract is deemed a decision to make the employment permanent. If the probationary employee objects to the governing board's decision not to re-employ him, he may request a hearing. The hearing procedures and the preparation of proposed decision must accord with Section 13443, the provisions described above when a probationary teacher is not re-employed by a school district.

Dismissal of probationary employee—Grounds for dismissal or lesser penalty and procedures to be followed during the school year are those described below for permanent employees.

Evaluation procedures—The governing board of the community college district in consultation with the faculty shall adopt rules and regulations establishing the specific procedures to evaluate all probationary and permanent employees on an individual basis and to set forth reasonable but specific standards which the certificated employees are expected to meet in the performance of their duties. The procedures and standards must be uniform for probationary employees, and uniform for permanent employees. Probationary employees must be evaluated at least once in each academic year and permanent employees at least once in every two academic years.

Tenure Provisions

Causes for dismissal or penalization—The causes are the same as those applicable to permanent teachers in school districts as contained in Section 13403 (see above). In addition, the employee must have been evaluated pursuant to statutory provisions, the governing board must have received the statements of the evaluation which considered the events for which the dismissal or penalties may be imposed, and must have received the recommendation of the district superintendent, or if the employee is working for a community college, the recommendations of the college president. The consideration of the evaluation statements and recommendations must take place at a lawful meeting of the board.

The governing board shall determine whether the permanent employee is to be dismissed or otherwise penalized and the nature of the penalty, which may be suspension for up to one year with or without a reduction or loss of compensation during the suspension period. The board shall also determine whether its decision shall be imposed immediately or be postponed. The operative date of the decision may be postponed for a period not to exceed one year, subject to the employee satisfying his legal responsibilities as determined by statute and district rules and regulations.

Notice of dismissal or penalty—A written statement setting forth the complete and precise decision of the board's intention to dismiss or penalize with reasons therefor must be given personally or by registered mail. An employee so notified has 30 days to file a written notice of objection to the decision and a demand for a hearing. The notice is to be filed with the governing board, the superintendent of the employing district, and the president of the college at which he serves.

Hearing and appeal procedures—The hearing is conducted by an arbitrator, provided that within 30 days of the demand for a hearing, the employee and the board agree in writing on whom the arbitrator is to be. On confirmation, the arbitrator assumes complete and sole jurisdiction of the matter. If no written confirmation of agreement is reached as to the arbitrator, the governing board shall certify the matter to the Office of Administrative Procedure and request the appointment of an administrative hearing officer.

The arbitrator or the hearing officer, as the case may be, shall conduct the proceedings in accord with the provisions of Administrative Procedures Act. He shall determine whether there is cause to dismiss or penalize the employee, and if he finds cause, whether the employee should be dismissed, what the precise penalty should be, and whether his decision should be imposed immediately or postponed. Where the arbitrator or hearing officer has determined that the operation of his decision should be postponed, the question of terminating the postponement is to be determined by the arbitrator or the hearing officer, as the case may be.

At the hearing, all witnesses must testify under oath or affirmation. No testimony or evidence may be introduced relating to matters which occurred more than four years prior to the date of the filing of the notice of dismissal or penalty. Evidence of records regularly kept by the board concerning the employee may be presented but no decision relating to dismissal or suspension shall be based on charges or evidence more than four years old prior to the filing of the notice.

The district alone pays the arbitrator's fees and expenses and those expenses which the arbitrator determines are the cost of the proceedings, but such cost does not include any expenses paid by the employee for his counsel, witnesses, or preparation or presentation of evidence in his behalf. Where the hearing is before an administrative hearing officer, the district pays the charges levied by the Office of Administrative Procedure.

The governing board or the employee may petition the court to review the decision of the arbitrator or the hearing officer. In reviewing the decision, the court shall exercise its independent judgment on the evidence. The proceedings shall be set for hearing at the earliest possible date and shall take precedence over all other types of cases.

Dismissal for mental illness—The hearing procedures outlined immediately above apply in cases where a governing board of a community college dismisses a certificated employee for mental illness.

Other provisions—The procedures set forth in the specific statutory provisions relating to community college certificated personnel do not apply to an immediate suspension required by Section 13409 on charge of sex or narcotic offense.

State Colleges

The provisions described below are those relating to academic employees in state colleges.

Probationary service—The statute does not specify the period of probation that must be served before the academic employee becomes permanent. It provides that the board of trustees shall adopt rules prescribing the form, time, and method of notice of intention not to recommend reappointment of an academic employee without permanent status for the succeeding school year.

Causes for dismissal, demotion, and suspension of any *permanent* or *probationary* employee: immoral conduct, unprofessional conduct, dishonesty, incompetency, physical or mental unfitness for position

occupied, failure or refusal to perform normal and reasonable duties of the position; conviction of a felony or of any misdemeanor involving moral turpitude; fraud in securing appointment, drunkenness on duty, addiction to the use of narcotics or habit-forming drugs. Unprofessional conduct is defined to include membership in, or active support of or participation in public meetings of Communist-type organizations, willful advocacy of overthrow of the Government by force, violence, or other unlawful means, either on or off the campus, or willful advocacy of Communism either on or off campus, for the purpose of undermining partriotism of pupils, or with intent to indoctrinate pupils with Communism.

Notice and hearing—Written notice of dismissal, demotion, or suspension for cause, signed by the chancellor or his designee, must be served on the employee. The notice must contain a statement of causes and the events or transactions upon which they are based, the nature of the penalty, and the effective date. The employee must also be notified of his right to respond within 20 days and request a hearing before the State Personnel Board.

In conducting the hearing, the State Personnel Board must follow the same procedure as in state civil service proceedings. The burden of proof is on the party taking the dismissal action. The State Personnel Board shall render a decision affirming, modifying, or revoking the action taken. If the State Personnel Board revokes or modifies the dismissal, suspension, demotion, or reassignment, the employee is to be restored to his position with back salary.

COLORADO

Reference: *Colorado Revised Statutes 1963.* Secs. 123-18-2; 123-18-5; 123-18-7; 123-18-10–123-18-18.

Coverage–State-wide; covers all persons regularly certified as teachers who are employed by a school district or a junior college district to instruct, direct, or supervise the instructional program; excluded are persons holding letters of authorization, part-time or substitute teachers, and the chief administrative school officer of the district.

Probationary service–Three years of continuous service and re-election for a fourth year. An approved leave of absence or military leave is not considered a break in continuous service required to fulfill the probationary period, but the time of such leave is not counted as probationary service. A school board may grant tenure to any teacher who previously held tenure in the state without requiring the service of another probationary period. All nontenure teachers are to be notified by April 5 if they are not to be re-employed. Acceptance is presumed unless the teacher notifies the board to the contrary by April 15. Causes for dismissal during the school year and dismissal procedures are the same as for tenure teachers.

Tenure Provisions

Permanent status exists during efficiency and good behavior, and continuous employment. An approved leave of absence or military leave is not considered an interruption of continuous employment required for retention of tenure. A teacher's salary cannot be reduced unless there is a general reduction in the salaries of all teachers in the district. Tenure ceases at age 65, but a year's notice is required before termination of employment; failure to give such notice extends tenure to the remaining portion of the academic year.

A teacher may be transferred upon recommendation of the chief executive officer of the school district from one school, position, or grade level to another as long as he is qualified for the new position and there is no reduction in salary, except that a teacher who is occupying an executive or administrative position may be transferred with a reduction in salary for the following year, and a teacher who was being compensated for extra duties may receive a lower salary if no longer performing the extra assignments.

Reorganization does not affect tenure or probationary time served. When reduction in personnel is necessary, the contracts of nontenure teachers in the teaching field shall be cancelled first.

Cause for dismissal–Physical or mental disability, incompetency, neglect of duty, immorality, insubordination, justifiable decrease in number of positions, conviction of a felony, or other good and just cause. No tenure teacher may be dismissed for temporary illness, leave of absence approved by the board, or for military service.

Suspension–A tenure teacher may be suspended temporarily with compensation until the date of dismissal as ordered by the board.

Notice, hearing, and appeal–Upon written recommendation of any board member or chief executive officer of the district, charges against the teacher may be filed with the board. If the board decides to review the charges, the teacher must be given written notice within seven days, together with a copy of the charges and a copy of the tenure law. The notice must state that the teacher is entitled to a hearing before a panel of three persons and must name the panel member selected by the board.

Within seven days of receipt of notice and statement, the teacher must request a hearing, or the right to a hearing is waived. The board may permit a hearing, if in its sole discretion the teacher's failure to request a hearing is excusable.

The hearing is conducted by a panel composed of one member selected by the teacher at the time he requests the hearing, one member selected by the school board, and a third member selected by the

first two who acts as chairman. The selection of the third member must be made within 10 days of the request for the hearing. If no agreement can be reached on the third member, either of the two members already selected shall notify the lieutenant governor who must name the third member within five days after the expiration of the 10-day period. No school director or school district employee may serve on the panel. The teacher must be given at least seven days' notice of the time and place of the hearing which must be held within 25 days after selection of the third panel member.

The panel chairman may receive and reject evidence and testimony, administer oaths, subpoena witnesses, and do all other acts normally performed by an administrative hearing officer. All testimony must be under oath. Either the board or the teacher may request a private hearing, but findings of fact or recommendations may be adopted by the panel only in an open hearing. The teacher may appear with counsel, present evidence, and cross-examine witnesses. All district records must be available to the teacher and the panel. A record and transcript must be made of all evidence and testimony received at the hearing at the expense of the district.

Within 30 days after the panel is selected, the panel must submit to the teacher and the board a copy of its findings and its recommendations as to whether the teacher should be dismissed or retained. The board must then notify the teacher of the time and place of the board meeting set to review the panel findings and recommendations. The board has 30 days from receipt of the panel's findings and recommendations to review them and to enter its order to dismiss or retain the teacher or place the teacher on a one-year probation.

Inability to meet the statutory deadlines for holding a hearing, for adoption of the panel's findings and recommendations, or for the board's written order for good cause shown does not invalidate the proceedings, provided all other statutory procedures were complied with.

The teacher may file an action for review of the board's decision by the court within 60 days of the date of the board's order.

Other provisions The teacher must notify the board before July 15 of any intention not to fulfill the obligations of his contract for the succeeding school year or give 30 days' notice during the same year. Violation may result in a charge of liquidated damages up to 1/12 of the annual salary, but not to exceed ordinary and necessary expenses of replacement. Violation also results in suspension of certificate.

CONNECTICUT

Connecticut has a state-wide tenure law. In addition, special local tenure laws have been enacted for the cities of Bridgeport, Hartford, New Britain, New Haven, Stamford, and Waterbury. Summaries of the local laws follow the state law.

State-wide Law

Reference: *Connecticut General Statutes Annotated.* Title 10, sec. 10-151, and 10-151a.

Coverage of state-wide law—All regularly certificated employees below the rank of superintendent or supervising agent, except that provisions of special acts applicable in designated towns shall take precedence over the state-wide provisions in the event of conflict. Certificated employees below the rank of superintendent in state institution schools are also included.

Probationary service—Three continuous years of employment and renewal of the contract for a fourth year. During the probationary period, teachers are to be employed by annual contracts renewable for the second, third, and fourth years unless the teacher is notified by March 1 that the contract will not be renewed for the following year. For teachers who have already acquired tenure elsewhere in the state, the probationary period is 18 months. A teacher notified of nonrenewal of contract may file a written request within 10 days after receipt of notice for a written statement of reasons for the failure to renew and for a hearing. The hearing must be held within 15 days of request. At the hearing the teacher is entitled to appear with counsel and shall be advised of the reason or reasons for nonrenewal of the contract. A probationary teacher may be dismissed at any time during the term of his contract for the reasons enumerated below for the dismissal of tenure teachers.

Tenure Provisions

Beginning with the fourth year of continuous employment, or after 18 months of continuous employment by a teacher whose contract was renewed for a fourth year in another municipality or school district in the state, the teacher's contract shall be renewed from year to year. Tenure in the second town or school district is not acquired if before completing the 18 months of service, the teacher is notified in writing prior to March 1 that the contract will not be renewed for the following year, irrespective of how long the employment is to continue under the then existing contract beyond the date of the notification. Any teacher having had a contract renewed for the fourth year in any one state institution school who is subsequently employed in any other institution or any school district acquires tenure after 18 months of continuous employment, unless, prior to the completion of the eighteenth month, the teacher is given written notice of nonrenewal of his contract irrespective of its term before March 1. An institutional teacher is also ineligible for tenure after 18 months if for a period of five or more years immediately prior to such subsequent employment, the teacher has not been employed in any public school within the state.

The continuity of employment of a teacher employed by a board of education of a town is not affected by the establishment of a regional school district that includes that town, providing that the teacher is employed in the town during the school year immediately prior to or within which the regional school district is established.

Causes for dismissal—The contract of a teacher may not be terminated by the board except for inefficiency or incompetence, insubordination against reasonable rules of the board, moral misconduct, disability as shown by competent medical evidence, elimination of the position if no other position exists to which the teacher may be appointend if qualified, or other due and sufficient cause.

Notice, hearing, and appeal—Prior to dismissal the board shall give notice in writing that termination of the teacher's contract is under consideration; the teacher may request reasons in writing within five days after

receipt of such notice, and the board shall furnish a written statement of the reasons within five days thereafter.

The teacher may file a written request for a hearing within 30 days of receipt of notice that contract termination is being considered. The hearing shall be held within 15 days of request, and shall be public if the teacher requests it or the board designates it. The teacher may appear with counsel. The board shall give the teacher its written decision within 15 days after the hearing together with a copy of the transcript of the proceedings, which is to be furnished without cost.

Within 30 days of receipt of the dismissal decision, the teacher has the right to appeal to the court of common pleas of the county or judicial district in which the school board is located. The appeal shall be heard by the court as soon as possible. The school board must file a complete transcript of the dismissal hearing and the entire record with the court. The court shall review the transcript and the record of the hearing, and shall allow any party to the appeal to introduce additional evidence if the court finds that additional testimony is necessary for an equitable disposition of the appeal. After a hearing on the appeal, the court may affirm or reverse the board's decision. No costs shall be allowed against the board unless it appears to the court that the board acted with gross negligence or in bad faith or with malice in making its decision.

Suspension—The board may suspend a teacher immediately when serious misconduct is charged, without prejudice to the rights of the teacher as otherwise provided.

Other provisions—Every certificated employee is entitled to knowledge of and access to supervisory records and reports of competence, personal character, and efficiency maintained in his personnel file relative to evaluation of his performance.

Bridgeport

Reference: *Special Acts of the General Assembly, 1935.* No. 407, p. 261, as amended.

Coverage—Called city civil service; covers all school and other city employees, including the superintendent, except that the provisions regarding the selection of employees from civil service lists do not apply to elementary-school teachers.

Probationary service—Three to six months. Prior service is counted toward fulfillment of the probationary period.

Tenure Provisions

No dismissals or demotions except for just cause. A statement of reasons must be given when requested. Appeal to the civil service commission must be made within three days. The commission sets a date for the hearing to be held, not more than 30 days after the date of dismissal or demotion. Notice for the hearing is to follow the same procedure as for a court summons. The commission or a committee may conduct the hearing at which the employee has opportunity to be heard; representation by counsel is in the discretion of the commission. Testimony is to be taken under oath, and witnesses may be subpoenaed. A transcript of the hearing may be taken on order of the commission. An employee may be suspended for a maximum of 15 days but, if suspended for the second time within six months, he shall have the right to a hearing. If the employee is acquitted, the commission may order payment of salary for the period of suspension. Appeal from the decision of the commission is to the court.

Hartford

Reference: *Special Acts of the General Assembly, 1945.* No. 277, p. 683, as amended.

Coverage—All teachers (including special teachers) in the public day schools, principals, vice-principals, deans, supervisors, nurses, and directors of instruction.

Probationary service—Three years and re-election. Annual election during the probationary period, but probationary teachers may be dismissed at any time. A teacher whose contract was renewed for a fourth year in any other school district in the state and has been employed in any public school within the state in the previous five years shall receive tenure after 18 months of continuous employment in Hartford, unless the teacher is notified by March 1 that his contract will not be renewed for the following year.

Tenure Provisions

Causes for dismissal—Inefficiency, misconduct, or abolition of position; if the last named is the cause for dismissal, seniority rights must be observed.

Notice, hearing, and appeal—Notice must state reasons and be effective at least three months thereafter, except that a teacher may be suspended immediately in cases of serious misconduct. Appeal to the board of education must be made in writing within 30 days of notice and state the grounds for the appeal. The hearing is held before the majority of the board within 30 days of request. The hearing is to be public or private at the option of the teacher, who is entitled to appear with counsel. The decision of the board must be made within 30 days, and shall be by majority vote, all members present voting. If the teacher is acquitted, he shall suffer no salary loss. Appeal may be taken to the court.

New Britain

Reference: *Special Acts of the General Assembly, 1949.* No. 180, p. 931.

Coverage—All certificated employees except the superintendent.

Probationary service—Teachers in service with three consecutive years of local service when the law was enacted in 1949 were granted tenure immediately. All others and those subsequently employed are required to serve a three-year probationary period, during which time they are to be automatically re-employed if not notified by March 1 that they will not be re-employed for the following school year. Reasons shall accompany such notice. Employment for the fourth consecutive year constitutes appointment on tenure. Probationary teachers must have a physical examination before February 1 of the third year of probationary employment.

Tenure Provisions

Causes for dismissal—Misconduct, immorality, subversive activities or teachings, gross efficiency, physical or mental disability which substantially impairs capacity to perform normal duties of position, or elimination of position resulting from substantial decrease in enrollment or a change in curriculum or school organization. If the reason for dismissal is elimination of position, seniority rights shall be observed, and such teacher shall be placed upon a reappointment list for three years if he files written request by June 1 of each year to have his name retained on such list. A tenure teacher about to be dismissed is entitled to opportunity within 30 days to prove qualifications for another position. The board shall supply such teacher with a list of available positions. Permanent teachers re-employed shall not lose position on the salary schedule.

Notice, hearing, and appeal—Notice of dismissal shall be in writing and include charges. Within 30 days the teacher may request a hearing in writing. Within 10 days of receipt of the request the board shall fix the date for an open or private hearing at the option of the teacher. At the hearing the teacher may appear with or without counsel, may present evidence, and may examine and cross-examine all witnesses. Witnesses may be compelled to appear by subpoena. Stenographic record shall be taken of the hearing, and transcripts shall be available at cost. After evidence has been introduced, each party may argue the facts and the law in the case, either orally or by briefs. After the hearing, the board may dismiss the teacher by majority vote if the charges are supported by a preponderance of the evidence, but

the burden of proof shall be on the board. The teacher may appeal to the court; if his dismissal is reversed, the teacher is entitled to reinstatement and payment of salary from date of dismissal.

New Haven

Reference: *Charter of the City of New Haven*, as amended by state legislature in 1914.

Coverage—Day-school teachers and principals other than high-school and trade-school principals.

Probationary service—Three years in day schools, at least two of which must be in New Haven. Prior service is counted. Annual elections during probationary period. Probationary teachers may be dismissed at any time.

Tenure Provisions

Causes for dismissal are inefficiency, misconduct, or abolition of position, provided there is no other position for which teacher is qualified. Suspension for misconduct is effective immediately; for any other reason, not effective for six months from notice of dismissal. The superintendent makes suspensions. The teacher may appeal to the board within 30 days of the notice of suspension. The board must then fix a date for the hearing. The teacher may appear with counsel at an open hearing. The board is to decide within 30 days of request for a hearing. Majority vote of the board may reverse the superintendent's suspension; otherwise dismissal takes effect on the date given in the notice by the superintendent. If the teacher is acquitted after suspension, he is entitled to salary for the period of suspension.

Stamford

Reference: *Special Acts of the General Assembly, 1945.* No. 310, p. 705.

Coverage—All teachers, including special teachers, in the public day schools. Principals are to have tenure as teachers only and not as administrators.

Probationary service—Three years. Prior service counts toward fulfillment of the probationary period.

Tenure Provisions

Causes for dismissal are incompetency, immorality, conduct unbecoming a teacher, or abolition of position. If the cause of dismissal is abolition of position, dismissed teachers shall have the right of re-employment within five years, if qualified, in order of date of dismissal.

A hearing is held automatically, notice thereof to be given not less than six nor more than 12 days previously, with statement of reasons. The teacher shall have an opportunity to be heard and may appear with counsel. Witnesses may be subpoenaed; evidence is to be taken under oath. Appeal may be taken to the state board which shall hold a hearing not more than 20 days after appeal, with notice of at least 10 days to teacher and local school board. In the hearing by the state board, witnesses may be subpoenaed; the teacher shall have an opportunity to be heard and may appear with counsel; evidence shall be taken under oath.

Appeal from the state board may be taken to the court, returnable not less than six nor more than 12 days after the decision of the state board. Notice of the court proceedings shall be given 72 hours before the day on which it is returnable. The court decides the case on its merits. Pending appeal, decision of the local school board has full force and effect. The state board may order payment of the teacher's salary from the date of dismissal if the decision is favorable to him.

Waterbury

Reference: *Charter of the City of Waterbury.* Sec. 269, as amended.

Coverage—Teachers, principals, assistant principals, and superintendent.

Probationary service Three years.

Tenure Provisions

Those in service at the time of enactment and those subsequently employed to hold positions at appointed grade unless promoted, demoted, or dismissed for cause. Women teachers may be dismissed for marriage.

When dismissed, the teacher may appeal the action of the board to the court within 30 days after notice. The court is to hear the appeal and may approve, modify, or revoke the action of the board. Pending appeal, the teacher's dismissal is effective, but if the court modifies or revokes the dismissal order, the court's decision relates back to the date of the board's action.

DELAWARE

Reference: *Delaware Code Annotated.* Title 14, secs. 1401 to 1420, 1329.

Coverage—State-wide; all teachers, defined as all persons certified to teach and who are employed by a board as teachers. Not included are persons employed as assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent, or superintendent; except that any such person who has completed three years of service in the state, two years of which shall have been in the same district, may at his option elect to be assigned as a teacher in that district.

Also not covered are those employed temporarily to replace those on leave of absence, and those holding temporary certificates, except that until June 30, 1975, the tenure provisions apply to a teacher holding a temporary certificate who has been in the employ of the terminating board for 10 consecutive years immediately preceding any dismissal action.

Probationary service—Three years of service in the state and two years in the employ of a local district. The board shall give written notice on or before May 1 to any teacher whose contract is not to be renewed for the following year. Such notice shall state the reasons and be accompanied by a copy of the tenure law. Causes for dismissal of probationary teachers during the school year are the same as those specified for tenure teachers. The requirements of notice, hearing, and judicial review also apply to probationary teachers dismissed during the school year.

Tenure Provisions

Causes for dismissal—Termination of employment of a tenure teacher during or at the end of the school year shall be for immorality, misconduct in office, incompetency, disloyalty, neglect of duty, and willful and persistent insubordination. Employment may also be terminated at the end of the school year because of reduction in the number of teachers required as a result of decreased enrollment or a decrease in education services.

Suspension—The board may suspend a teacher pending hearing if the situation warrants suspension.

Notice of dismissal—Written notice must state reasons for intention to terminate services and include a copy of the tenure law. For dismissal during the school year, notice shall be given at least 30 days before the effective date of termination; for dismissal at the end of the school year, notice of nonrenewal of contract must be given on or before May 1.

Hearing and appeal—The teacher may request a hearing in writing within 10 days. The board shall set a time for the hearing to be held within 21 days after the request and shall give the teacher at least 15 days' notice in writing of the time and place of the hearing. The hearing shall be conducted by a majority of the members of the board and shall be confined to the written reasons stated in the notice. Conduct of the hearing shall be in the discretion of the board except that the hearing shall be private unless the teacher requests a public hearing; the teacher may be represented by counsel; the teacher and the board may subpoena witnesses; the teacher and the board and the counsel for each may cross-examine witnesses; testimony shall be taken under oath; a stenographic record of the hearing shall be taken at the board's expense, and a copy of the record shall be supplied to the teacher and the board within 10 days following the conclusion of the hearing. If the decision is in favor of the teacher, he shall be reinstated and shall receive all salary lost as a result of temporary dismissal or suspension.

The decision of the board shall be final unless within 10 days after receiving a copy thereof, the teacher appeals to the county court. The court shall review a certified copy of the evidence, the findings, and the decision of the board, without a jury.

Other provisions—Nothing in the law prevents the board and any assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent, or superintendent from entering into an employment contract for a period of up to five years.

DISTRICT OF COLUMBIA

Reference: *District of Columbia Code*, Title 31, secs. 31-1511 and 31-1512. Rules and Regulations of the Board of Education of the District of Columbia, as revised through June 9, 1971, Chapter X (approved June 22, 1960).

Coverage All professional employees.

Probationary service Two years. After one year of probationary service, permanent status may be given to an employee in Salary Class 15 (teachers) who has three or more years of satisfactory service, including service in schools outside the District of Columbia.

Tenure Provisions

Causes for suspension, dismissal, demotion, and/or other disciplinary action Violation of any school-board rules, regulations, and orders, absence from duty without leave; disobedience or neglect of orders from those in authority; any offense against morality or good order; inability to perform satisfactorily the duties of his position (incompetence); refusal to submit to a mental or physical examination required by the superintendent of schools or the department of public health; failure to co-operate with the school or health authorities in control and in correction of a communicable disease; failure to report in writing within five days any arrest, except for minor traffic violations, or any judgment or civil suit brought against him to the superintendent of schools, and other causes.

Suspension The president of the board of education has authority to suspend any employee for cause upon written recommendation of the superintendent. The suspension order to the employee must state the reason for the action; the employee is not entitled to compensation during the period of suspension unless otherwise ordered by the board.

Procedure for dismissal or demotion Dismissal or demotion of a permanent employee may result at any time by board action following written recommendation of the superintendent. The employee shall be given a copy of the statement of charges and reasons, by personal service or registered mail with return receipt requested, and is entitled to a hearing if he asks for one. The employee must request the hearing not later than 10 days, exclusive of Saturdays, Sundays, and holidays, from the date of service of notice, otherwise the right to a hearing is waived. At the hearing, required to be held not earlier than 10 days nor later than 30 days of request, the employee may attend with counsel, and at least one friend, and has the right to present witnesses in his behalf.

FLORIDA

The state-wide tenure law applies to all parts of the state not covered by county tenure laws. Three counties have local tenure. Abstracts of these laws follow the state law.

State-wide Law

Reference: *Florida Statutes Annotated.* Chapter 231, secs. 231.351, 231.36, 231.39.

Coverage—State-wide, except counties having local tenure; covers all members of the instructional staff, supervisors, and principals who hold a regular certificate based on at least graduation from a standard four-year college.

Probationary service—Three continuous years in same school district in a period of five successive years, and reappointment for fourth year, subject to recommendation of the school superintendent based on successful performance of duties and demonstration of professional competence. May be extended to four years when prescribed by a school board and agreed to in writing by the employee. The continuing contract becomes effective at the beginning of the school fiscal year following the completion of all requirements.

The school board may issue a continuing contract to a member of the teaching staff after two years of employment if the teacher held a continuing contract in another Florida school district.

A teacher otherwise entitled to a continuing contract may in the alternative be retained on an annual basis, if recommended by the school superintendent, and the school board by majority vote finds that the teacher does not meet the desired standards. Criteria to be considered are educational qualifications, efficiency, capability, character, and capacity to meet the educational requirements of the community. The superintendent's recommendations, with good and sufficient reasons, must be submitted on or before April 1. The annual contract shall be automatically renewed by the school board at least four weeks before the end of each successive school year, unless the school superintendent or the teacher shall, not later than three months before the end of the school year, request the board to reconsider the annual contract. The board on its own motion may reconsider the annual contract and take whatever action it deems necessary and proper.

A teacher absent for military leave for not more than one year shall be returned to employment with all rights and privileges as though he had not been absent, but time spent in military service is not counted in computing years of service for any purpose. Authorized absence for one year or less shall not be considered a break in service for purposes of continuing contract requirements.

A school board may, at its discretion, grant a person who completed his service as its superintendent, a continuing contract as a classroom teacher. The board may in its discretion, grant a continuing contract to a classroom teacher who holds continuing contract status and who has completed service served as a school-board member in the district. Service as superintendent or as a school-board member shall be construed as continuous teaching service in the state.

A retired member, who during periods of emergency or critical needs is re-employed in the public schools in the same school district from which he retired, shall be entitled to continue on the same contractual basis that existed immediately prior to retirement.

A teacher on continuing contract in a school district where a cooperative education program is produced, if employed in such a program, shall immediately be placed on continuing contract; provided that if at the time of reappointment of personnel during the first three years, the teacher is not recommended for continued employment in the cooperative education program, he automatically reverts to continued contract status in the district of immediate prior employment. In meeting the requirements for a continuing contract, prior successive years of service in any district with such a program may be counted as probationary service.

Probationary employees may be suspended or dismissed during the school year on charges and under procedures that apply to continuing contract employees who are suspended or dismissed during the school year, but without right of appeal to the state department of education.

Tenure Provisions

Provisions of the law refer to "continuing contract." Any member of the district administrative or supervisory staff and any member of the instructional staff, including a principal under continuing contract, may be dismissed or returned to annual contract status for another three years in the discretion of the school board upon written recommendation by the school superintendent on or before April 1, giving good and sufficient reasons, or by the principal if his contract is not under consideration or by majority of the county board.

Notice, hearing, and appeal–An employee on continuing contract who is to be dismissed or returned to annual contract status must be notified in writing by the person or persons preferring the charges at least five days before the written recommendation is filed with the school board. The notice must include a copy of the charges and the recommendations to the board. The employee may make a written request for a public hearing within 10 days of official notification from the school board that it will consider the charges against him. Within 10 days of receiving the request for a hearing, the school board must notify the employee of the time and place of the public hearing. If no hearing is requested, the board shall proceed to take appropriate action. A decision adverse to the employee requires a majority vote of the full membership of the school board.

Within 30 days of the school board's decision an appeal may be taken to the state department of education through the commissioner of education. The decision of the state department of education shall be final as to sufficiency or insufficiency of its reasons for dismissal or discontinuance of the continuing contract status.

Suspension or dismissal during the school year–An employee, whether in probationary or continuing contract status, may be suspended or discharged during the school year, but he must be given an opportunity for a speedy public hearing on at least 10 days' written notice of the charges against him and of the time and place of the hearing, if he requests it. The charges must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude. If the board determines on the evidence submitted that the charges against the suspended employee are sustained, it may dismiss the employee or fix the terms under which he may be reinstated. An employee under continuing contract may appeal the dismissal to the state department of education through the commisssioner of education within 30 days after the school board's decision. The decision of the state department of education is final as to the sufficiency of the grounds for dismissal.

An employee may be suspended without pay, but if the charges are not sustained, he must be reinstated immediately with back salary.

Other provisions–The following criteria are to be used by the school board when it must decide which teachers to retain: educational qualifications, efficiency, compatibility, character, and capacity to meet the educational needs of the community. The contractual relationship is not controlling; the decision of the school board with regard to these factors is final.

If a teacher violates the terms of a contract by leaving a position without a release from the board, the board may notify the certification section of the State Department of Education, whereupon the teacher's certificate is considered invalid for one year from the date of the violation. Teachers over age 70 may be employed on an annual basis, renewable each year.

Duval County

Reference: *Laws of Florida, 1941.* Chapter 21197, as amended and further amended by Laws of 1970, Chapter 70-671.

Coverage–Teachers, principals, assistant principals, supervisors, deans, coaches, and other appointive administrative employees who possess qualifications as are required by law and who are regularly certificated.

Probationary service Three consecutive years of employment, provided that during the probationary period, the teacher earned the equivalent of at least six semester hours of college work, or in place of this, completed other educational work permitted in writing by the school board. The board may require an additional year of probation if agreed to in writing by the teacher. To acquire tenure, the teacher must hold a regular certificate. Teachers who had tenure status on the effective date of the 1970 amendment to this law must obtain regular certification within two years of that date, else tenure and employment rights are forfeited. Supervisory or administrative personnel hold tenure only as classroom teachers.

Annual contracts during the probationary period may or may not be renewed; during the term of any contract during the probationary period the teacher may be demoted or dismissed for causes enumerated for dismissal of tenure teachers, substantiated by procedure required for the dismissal of tenure teachers.

Tenure Provisions

Teachers shall serve during good behavior and efficient and competent service without reduction in salary.

Salaries may be reduced at the end of any school year for the ensuing year if such reduction is uniform within a grade or rank in the same school or district.

Assignment or reassignment of supervisory or administrative persons with tenure to classroom teaching is not deemed a demotion. No one is entitled to compensation above that provided for the position actually filled.

Cause for dismissal or demotion Immoral character or conduct, insubordination, physical or mental incapacity to perform duties, persistent violation of or willful refusal to obey laws or regulations, excessive or unreasonable absence from performance of duties, refusal or inexcusable failure to discharge duties, dishonesty while employed, chronic illness, conviction of a felony or any crime involving moral turpitude, or professional incompetency as a teacher.

In case of discharge or demotion for professional incompetency, the teacher must first be given a clear and detailed statement of the specific reasons on which the claim of incompetency is based; and at least one opportunity to transfer to a new school or location when the teacher asserts as a defense racial discrimination or prejudice, personality conflicts with superiors, or other subjective considerations directly related to the deficiencies charged. During a one-year period before instituting proceedings for incompetency, the teacher must be given an opportunity for specific inservice training to correct the alleged deficiencies. The teacher must cooperate in the inservice training, or at his election, but only with the consent of the county school superintendent and the approval of the county school board, the teacher may be paid a sum of money, not to exceed one year of his current salary, upon acceptance of which, the teacher's tenure or employment rights under this law or under any existing contract with the school board shall be terminated. All proceedings for discharge or demotion for incompetency shall conform to the state administrative procedures act (Chapter 120, *Florida Statutes*) except that the hearing examiner shall be a person selected from a list supplied by the American Arbitration Association. The county school board shall bear all costs of such proceedings.

Notice, hearing, and appeal The board of trustees or the county superintendent prefers charges, filing same with the county board. A copy of the charges with a notice of the hearing shall be sent to the teacher not less than 10 days before the hearing. The county board conducts the hearing which shall be public unless the teacher requests a private hearing. At the hearing, evidence in support of the charges is first presented, then evidence on behalf of the teacher. The teacher has the right to be heard and to be represented by counsel. Testimony must be under oath. Witnesses may be subpoenaed. Full cross-examination of witnesses shall be permitted and the hearing confined to the charges. The board must deliver a copy of the findings to the teacher within 48 hours after the decision. A transcript of the hearing must be filed in the office of the board and a copy delivered to the teacher within five days after completion of the hearing when the finding is adverse to the teacher.

The court may review by certiorari if the teacher appeals to the court within 10 days after the decision of the board and receipt of a copy of the transcript. The court may issue mandamus to enforce rights accruing to teachers under these provisions.

Other provisions—If a position is discontinued or the number of teachers reduced, teachers may be dismissed at the end of any school year, but seniority rights must be observed; if the position is re-established or the number of teachers increased, teachers discontinued have first option for reinstatement if then qualified and eligible for the vacancy.

The legislature reserves the right to amend or repeal the act.

Hillsborough County

Reference: *Laws of Florida, 1941*, Chapter 21287, as amended by *Laws of 1947*, Chapter 24587, *Laws of 1967*, Chapter 67-1493, *Laws of 1969*, Chapter 69-1118, Chapter 69-1146.

Coverage—Teachers, principals, assistant principals, supervisors, and other instructional personnel except directors and assistant superintendents.

Probationary service—Three consecutive years; an additional year of probation may be required by the board if agreed to by the teacher. The probationary period is two years if the teacher had tenure status in another county in the state. To attain tenure, teachers must hold a valid regular teacher certificate based on graduation from a four-year college. When promoted to a higher position, the tenure teacher is required to fulfill a three-year probation in such position before acquiring tenure therein; however, tenure as a teacher is retained.

Annual contracts may or may not be renewed during the probationary period. During the school year probationary teachers may be demoted or dismissed for causes enumerated for the dismissal of tenure teachers and under the same procedures applicable to tenure teachers.

Tenure Provisions

Teachers shall serve without reduction in salary. However, salaries may be reduced at the end of any school year for the ensuing school year if uniform for all in the same grade or rank in the school or district.

Causes for demotion or dismissal—Immorality; insubordination; physical or mental incapacity to perform duties; persistent violation of or willful refusal to obey laws or policies relating to the public schools; excessive or unreasonable absence from performance of duties; dishonesty while employed; conviction of a felony or of any crime involving moral turpitude; failure to demonstrate competency to perform the duties of employment in instruction, evaluation, and management of students in accordance with generally accepted standards of the profession.

If a position is discontinued or the number of teachers reduced, teachers dismissed for these reasons shall have first option of re-employment if qualified and eligible for a vacancy.

Notice, hearing, and appeal—The county superintendent must file written charges with the school board specifying the causes and serve a copy on the teacher, together with at least 10 days' prior notice of the time and place of the board hearing. The hearing is public or private at the option of the teacher. The teacher has the right to be heard and to be represented by counsel. Testimony must be under oath or affirmation. Witnesses may be subpoenaed. Full cross-examination of all witnesses shall be permitted and the hearing confined to the written charges.

A majority vote of the board is necessary to sustain a finding that there is evidence to support one or more of the charges. The board must deliver a copy of the findings to the teacher within five days of the decision. A written transcript of the hearing shall be made and filed with the board, and a copy furnished the teacher without cost within five days after completion of the hearing.

The teacher may appeal to the court upon certiorari within 10 days after receiving the finding by the county school board and a copy of the transcript of the record. Upon reversal by the court of any

finding of the school board, the teacher shall be reinstated immediately. Teachers may use mandamus to enforce rights under the acts.

Volusia County

Reference: *Special Acts, 1937.* Chapter 18964, as amended by *Laws of 1939,* Chapter 20187.

Coverage—All certificated employees.

Probationary service—Three year. during which time the teacher has attended college at least six weeks, and re-election for fourth year. Prior service counts toward fulfillment of the probationary period. The teacher must be age 21 before being eligible for tenure status.

Tenure Provisions

Causes for dismissal—Immoral or unprofessional conduct; failure to cooperate with supervisors, school board, or faculty; dishonesty; incompetency; failure to preserve discipline or to transmit proper instruction; willful neglect of school duties; notable failure to make professional advancement by failing to attend college, earning at least six semester hours' credit at periodic intervals (stated in law) depending upon previous training, provided any teacher may be permitted to travel in lieu of attending college; persistent violation of or refusal to obey laws or reasonable regulations; failure to carry out local-school regulations; physical or mental disability to perform duties; excessive or unreasonable absence from duties; chronic illness; conviction of a felony; or habitual use of alcohol, or intoxication.

Notice, hearing, and appeal—At least 20 days' notice must be given with a copy of the charges and the date for the hearing. The county board conducts the hearing which is public and at which evidence in support of the charges shall be given first and then evidence on behalf of the teacher. The teacher may be represented by counsel. Testimony must be under oath. Full cross-examination is permitted, and the hearing is to be confined to the charges. A transcript shall be taken and filed with the county superintendent. Findings are to be made by majority vote of the county board.

Appeal may be made to the state board whose decision shall be final. The state board shall prescribe rules as to method, time, and condition of appeal, but within 10 days after a request, the county board must furnish the teacher a copy of the charges, testimony, and orders. The board may re-employ on probation the teacher so dismissed, provided the charge of immorality has not been sustained.

Other provisions—In the event of financial necessity or curriculum changes making it necessary to decrease the number of permanent employees in a particular kind of service, teachers may be dismissed, but if such service is re-established within two years, dismissed teachers shall be offered re-employment before the appointment of any new teacher in a similar capacity, and in the order of dismissal.

The legislature reserves the right to amend or repeal the law.

GEORGIA

Georgia has no state-wide tenure law. Local tenure laws prevail in three counties. Annual contracts are the usual practice in nontenure areas. Employment contracts with teachers, principals, and other certificated professional personnel must be in writing. The following are statutory provisions for *suspension* of teachers and superintendents:

A teacher may be suspended by the county superintendent or by the county board for nonperformance of duty, incompetency, immorality, or inefficiency, and for good and sufficient cause. A decision of the county superintendent to suspend a teacher may be appealed to the county board, and either the superintendent or the teacher may appeal the decision of the county board to the State Board of Education.

The county board may suspend the superintendent for incompetency, willful neglect of duty, misconduct, immorality, or the commission of crime involving moral turpitude.

The teacher or the county superintendent is entitled to a hearing which must be held at least 10 days after written notice containing a brief general statement and enumeration of charges has been served. The teacher or the superintendent must be given an opportunity to present his defense. Upon request the board must subpoena witnesses and documents.

Appeal may be made to the state board within 30 days after the decision of the county board. The decision of the state board is final. *(Georgia Code Annotated,* secs. 32-607, 32-912 and 32-1010.)

A description of the local tenure laws follows.

DeKalb County

Reference: *Georgia Laws, 1939.* No. 398, p. 258.

Coverage—(Counties having a population between 70,000 and 73,000 by 1930 or any subsequent census—Dekalb County): Teachers, supervisors, principals, and other employees of county public-school system.

Probationary service—Three years. Prior service counts toward fulfillment of the probationary period.

Tenure Provisions

Teachers shall serve during good behavior and efficient service.

Causes for dismissal—Disability, inefficiency, insubordination, or moral turpitude. The board is to adopt rules and regulations so that permanent employees shall not be dismissed without notice, charges preferred, and opportunity to be heard. There shall be no discrimination because of the exercise of any constitutional right.

Fulton County

Reference: *Georgia Laws, 1937.* No. 227, p. 879.

Coverage—(Counties having more than 200,000 population—Fulton County): Teachers, supervisors, principals, and other employees of county public schools.

Probationary service—Three years. Prior service counts toward fulfillment of the probationary period.

Tenure Provisions

Teachers shall serve during good behavior and efficient service.

Causes for dismissal—Disability, inefficiency, insubordination, or moral turpitude. The board shall adopt rules and regulations so that employees shall not be dismissed without notice, charges preferred,

and opportunity to be heard. There shall be no discrimination because of the exercise of any constitutional right.

Richmond County

Reference: *Georgia Laws, 1937,* No. 155, p. 1409, as amended by *Laws of 1947,* No. 33, p. 145; *Laws of 1949,* No. 335, p. 1435.

Coverage—Teachers and principals.

Probationary service—Three years and election for the fourth year. Annual elections during the probationary period. Those employed less than three years prior to 1948 to be employed from year to year for probationary period of three years, including service before 1948. Those with tenure under 1937 act retain it. Tenure cannot be acquired unless a four-year certificate is held.

Tenure Provisions

Teachers shall serve as long as health is good, professional standing and efficiency are maintained, conduct does not reflect discredit upon the teaching profession, and the teacher complies with the board rules. The board is the judge of deficiencies, but the teacher is entitled to written charges, hearings, counsel, and witnesses in defending himself before the board. The board may, on recommendation of the superintendent, suspend the teacher pending final determination, but if the teacher is acquitted, he is entitled to salary for the time of suspension. The board has the right to abolish positions, and there is no appeal from its decision.

Professional standards—Earning three or more hours of college credit validates standing for three years; writing a book which is published validates standing for three years, if the book meets the approval of the superintendent; writing articles of approved value in education, scientific, or literary magazines validates standing for one year; devising plans, devices, or methods of teaching valuable to the school work of the county validates standing for one year, if approved by the superintendent; doing public-service work, including parent-teacher work, validates standing for one year, if approved by the superintendent; travel on an approved plan which has educational value validates standing for one or more years, when approved by the superintendent. The board and the superintendent may decide other measures of meeting standards.

HAWAII

Reference: *Hawaii Revised Statutes*, Chapter 18, secs. 197-9, 197-12.

Coverage—State-wide; covers all public-school teachers (except intern teachers), principals, and vice-principals.

Probationary service—Two years of consecutive employment, with re-employment for another year. At or prior to the end of the two years of probation, the state superintendent of education may extend the probationary period for additonal periods, not exceeding five years. Consecutive employment may be interrupted for up to two years without losing credit toward the probationary period by maternity, sick, or other leave the board deems proper. Employment may be interrupted for up to five years by military leave. Full-time intern teaching period in the state is also creditable. Service before enactment is counted.

During the probationary period, employment is by annual contract which may or may not be renewed as the state department shall determine. Teachers, vice-principals, and principals may be dismissed or demoted during the probationary period.

Tenure Provisions

Teachers re-employed after completing the probationary period, shall continue in service during good behavior and competent service, and prior to the age at which they are eligible to retire.

Causes for demotion or termination of contract—Inefficiency or immorality, willful and persistent violations of reasonable regulations of the department of education, or other good and just cause. Tenure rights may be terminated without a hearing when a teacher fails to return to service except when caused by illness following the expiration of an approved leave of absence.

If reason for dismissal is due to decreased pupil enrollment or other causes beyond the control of the department, permanent teachers with the least seniority shall be dismissed first. Teachers so dismissed shall be placed on a preferrred eligiblity list, and shall have the right to be restored to duty in order of length of service when vacancies occur and the teacher is qualified for the position.

Notice, hearing, and appeal—Written notice signed by the superintendent shall be furnished with full specification of grounds for demotion or termination of contract.

Within 10 days of receipt of notice, the teacher may demand a hearing in writing. The hearing, which shall be private, unless the teacher requests a public one, must be set within 30 days of demand, and the teacher must be given at least 15 days' written notice of the time and place. The provisions of the Administrative Procedures Act (Ch. 91) apply to the notice and all aspects of the hearing. No hearing shall be held during summer vacation without the teacher's consent. The hearing shall be before a majority of the state board of education, and shall be confined to the charges. The state board may appoint a hearing officer to conduct the hearing in its place. At the conclusion of the hearing, he must report his findings of fact and his conclusions and recommendations based thereon to the board and the teacher. The board must render the final decision. Complete stenographic record of the proceedings shall be provided, and a copy of such record shall be furnished the teacher. Both parties may be present at the hearing, be represented by counsel, take a record of the proceedings, produce and require witnesses to be under oath, and have the right to cross-examine and subpoena witnesses.

The teacher may be suspended pending final action, if in the board's judgment, the character of the charges warrant such action.

If after the hearing, the board by majority vote decides against demotion or termination of contract, the charges and the record of the hearing shall be physically expunged from the minutes. If the teacher has been suspended, he is entitled to full salary for the suspension period.

The findings and decision of the board shall be subject to review as provided for in the Administrative Procedures Act (Ch. 91).

IDAHO

Reference: *Idaho Code*. Title 33, secs. 33-1212–33-1215.

Coverage—State-wide. (Note: the charter district of Boise considers itself excluded from the state tenure law.) Covers any person under 70 years of age employed in teaching, instructional, supervisory, educational administrative or educational and scientific capacity, or as a school nurse or a librarian.

Probationary service—Two years and re-employment for a third consecutive year.

Tenure Provisions

The board must notify a teacher by March 1, if it does not intend to renew his contract with reasons therefor. If no such notice is given, the contract is to be automatically renewed at a salary no lower than that provided in the pre-existing contract, and shall include increments to which the teacher is entitled by statute and regulation because of length of training and experience; provided, however, that the board may reassign administrative personnel to classroom duties with appropriate reduction in salary. The board must advise the teacher by March 10 that notice of acceptance of the renewal of the contract must be given, and the teacher must accept the contract by April 1, or the board may consider the position vacant.

Hearing—A teacher receiving notice of non-re-employment or a reduction in salary shall be granted a hearing before the board within 30 days thereafter, if he requests it. The hearing must be held within 15 days of the request. At the hearing the teacher may present evidence, may examine persons who have spoken against him, may examine witnesses, and may be represented by counsel. The board also may examine witnesses and be represented by counsel.

ILLINOIS

Reference: *Smith-Hurd Illinois Annotated Statutes. School Code of 1961.* Chapter 122, secs. 24-11 to 24-16, 34-84 to 34-85b.

Coverage—State-wide. Tenure provisions differ for cities of over 500,000 population (Chicago), and districts of less than 500,000 population.

In Chicago, tenure covers teachers, principals, and other educational employees, but the superintendent, assistant superintendent, and the members of the board of examiners are excluded.

In districts of less than 500,000 population, tenure covers all certificated employees.

Probationary service—In Chicago three years, during which period dismissal is upon recommendation of the superintendent who must give reasons. Prior service is counted for those in service or those who served within five years before enactment.

In districts of less than 500,000 population, the probationary period is two years, but it may be extended for one additional year upon 60 days' notice before the end of the two-year period, if the teacher has not had one year of full-time teaching experience prior to the beginning of the probationary service.

Any full-time teacher who has completed her first year of probationary service or any teacher employed on a full-time basis not later than January 1 of the school term shall receive written notice at least 60 days prior to the end of the term as to whether or not he will be re-employed for the following school term. Failure of the school board to give written notice constitutes re-employment and the board must issue the teacher a regular contract not later than the close of the current school term. *School term* is defined as the period between July 1 and June 30 when the schools are in actual session.

Teachers on tenure do not lose their status as a result of district reorganization.

A full-time tenure teacher of any school district maintaining an existing junior college who worked at least half-time in grades 12 or 14 or both during the year immediately preceding the formation of a junior-college district where the college is located, shall be considered to have been a full-time junior-college teacher for contractual continued service purposes in the newly created junior-college district.

Teachers employed in special education programs or in joint educational programs are covered by the tenure provisions. Such employment is deemed a continuation of the teacher's previous employment in any of the participating districts with these programs, regardless of the participation of other districts in the program. A teacher employed full time in a special education program in which two or more districts take part, for a probationary period of two consecutive years is entitled to tenure in each of the participating districts. On termination of the program, the teacher is eligible for any vacant position in any of such districts for which he is qualified.

Tenure Provisions

Chicago

Permanent service is subject to compulsory retirement at age 65 and rules of the board concerning conduct and efficiency. Dismissal is for cause.

Notice of dismissal—Written charges are to be presented by the superintendent. If the charges are for causes deemed remediable, the teacher must be given reasonable written warning, stating specifically the causes, which if not removed, may result in charges. A hearing follows automatically after written notice of charges are given. The notice must be served on the teacher not less than 20 nor more than 30 days before the hearing.

Hearing and appeal—The hearing must be held and the decision rendered within 80 days of the notice. The hearing may be held by the board or a committee thereof, and is a public one on the request of either

party. The teacher may be present with counsel and offer evidence and make defense. The board may issue subpoenas, and must do so at the teacher's request, but the teacher is limited to 10 subpoenas. All testimony is under oath. A record of the proceedings is to be kept, and the board must employ a competent reporter to take notes of the testimony. The board and the teacher share the reporting costs equally. Either party desiring a transcript pays for the cost thereof.

After the hearing, dismissal is by majority vote of all members of the board. Judicial review of the final administrative decision of the board is governed by the Administrative Review Act. If the board's decision is reversed on review, the board must pay all the court costs.

Suspension Pending the hearing, the teacher may be suspended, but if acquitted, shall not lose salary for the period of suspension.

Other provisions The employing board may at its option grant a teacher a leave of absence to accept employment in a Department of Defense Overseas Dependents' school. If the leave is granted, the teacher may, for the lesser period of five years and his employment period, elect to preserve his tenure status and service credit as if he were teaching in the school system subject to the employing board. A teacher employed to replace a teacher making the election does not acquire tenure.

District of Less than 500,000 Population

Permanent service ceases at the end of the school year in which the teacher reaches age 65, and subsequent employment is on an annual basis. Salary may not be reduced except uniformly or if based upon a reasonable classification.

Causes for dismissal are not contained in the tenure sections, but reference is made to other sections (10-22.4) empowering the board to dismiss teachers for incompetency, cruelty, negligence, immorality, or other sufficient cause when in the opinion of the board the teacher is not qualified or the interests of the school may require dismissal. Marriage is not a cause for dismissal.

Notice of dismissal If charges are on causes deemed remediable, the teacher must be given reasonable warning in writing; the causes, which if not removed, may result in charges, must be stated. If dismissal is because of decrease in the number of teachers or discontinuance of some type of teaching service, 60 days' notice and a statement of honorable dismissal are required, and probationary teachers are to be terminated first. If the position is reinstated within one calendar year, the dismissed teacher has an option of assignment. Written notice of dismissal for any other reason must be given 60 days before dismissal, which must be between November 1 and the end of the school term. The notice must state that a bill of particulars will be provided upon written request of the teacher or his attorney within 10 days of the receipt of the dismissal notice. The bill of particulars must be supplied within five days of the receipt of the request for it.

Hearing and appeal The hearing is held at the request of the teacher, and there must be at least 10 days between the notice and the hearing which is public at the request of either party. The teacher may be present with counsel, offer evidence and witnesses, cross-examine witnesses, and present defense to charges. The board may issue subpoenas and must do so at the request of the teacher, but the teacher is limited to 10 subpoenas. All testimony is to be under oath. A record is to be kept; one-half of the cost for the reporter is to be paid by the board and one-half the cost by the teacher. Either party desiring a transcript pays the cost thereof. The board must make its decision within 60 days by majority vote of all members of the board.

Appeals are permitted under the Administrative Review Act providing for judicial review of all administrative decisions of school boards. If the decision of the school board is reversed on review or appeal, on motion of either the board or the teacher, the court shall order the teacher to be reinstated, and shall determine the amount for which the board is liable to the teacher, including but not limited to loss of income and costs incurred therein.

Suspension Pending the hearing, the teacher may be suspended, but if acquitted, is to receive salary for the period of suspension.

Other provisions The legislature reserves the right to amend or repeal provisions.

Tenure is not affected by promotion, temporary illness or temporary incapacity, or mutually agreed upon leave of absence, or absence for service in the military. If any teacher is elected to the General Assembly the board shall grant him a leave of absence if he so requests.

A teacher employed to replace one in the military service or one serving in the General Assembly does not acquire tenure.

The employing board may at its option grant a teacher a leave of absence to accept employment in a Department of Defense Overseas Dependents' school. If the leave is granted, the teacher may, for the lesser period of either five years or his employment period, elect to preserve his tenure status and service credit as if he were teaching in the school system subject to the employing board. A teacher employed to replace a teacher making the election does not acquire tenure.

The teacher may not resign while school is in session nor for 60 days before the beginning of the school term, except by agreement with the board. At other times the teacher may resign in writing.

INDIANA

Reference: *Burns Indiana Statutes Annotated.* Secs. 28-4511 to 28-4520; 28-4522; 28-1825 to 28-1830; 28-2807a and 2807b.

Coverage—State-wide; covers teachers, supervisors, principals, and assistant superintendents, and superintendents.

Probationary service—Five years and re-election for the sixth year. Probationary teachers are on continuing contracts, requiring annual notice of non-re-appointment by May 1. Nontenure teachers may request a written statement from the school board showing reasons for nonrenewal of the contract.

The provisions of this law apply to any teacher who serves more than 120 days on a supplemental service teacher's contract in any given school year.

A new teacher employed in a joint program operated by two or more school corporations has the same rights to probationary and tenure status as if employed as a regular teacher by the governing body which is administering the joint program at the time the teacher is first employed. A teacher with prior service in one or more of the member school corporations of the joint program retains his probationary and tenure rights as if still employed as a teacher in the school corporation in which he has already acquired years of service.

Superintendents—The basic contract of a superintendent shall be the regular teacher's contract for a minimum term of 36 months; it may be modified or rescinded in favor of a new contract by mutual consent. The contract may be terminated prior to the expiration date (a) by mutual consent; (b) for cause as set forth for teachers, provided that the superintendent be given notice and a hearing be held if requested by the superintendent not less than 10 days prior to termination. If the contract of the superintendent is not renewed, notice of nonrenewal shall be given to the superintendent by January 1 of the calendar year in which the contract is due to expire. Failure of the school district to give the notice extends the contract for 12 months. These provisions (secs. 28-1825–28-1830) shall not be construed to affect the rights of the superintendent as a teacher under any other law.

Tenure Provisions

Tenure ceases at age 66.

Causes for dismissal—Incompetency, insubordination, (defined in the law as willful refusal to obey the school laws or reasonable rules of the school board), neglect of duty, immorality, justifiable decrease in number of teaching positions, or other good and just cause, but not for political or personal reasons. Dismissals for immorality or insubordination take effect immediately; for other causes dismissal is effective at the end of the school year. Pending the hearing the teacher may be suspended. A teacher involuntarily placed on a leave of absence because of physical or other disability or sickness is entitled to a hearing pursuant to the statutory procedures.

Notice, hearing, and appeal—Notice of contemplated cancellation of indefinite contract is to be given not less than 30 nor more than 40 days in advance; statement of reasons therefor must be given within five days if requested by the teacher.

The teacher must file a request for a hearing within 15 days after receipt of notice. The hearing is to be held not less than five days after request therefor, and the teacher is entitled to five days' notice of the date of the hearing. In the hearing the teacher is given a full statement of reasons for the proposed dismissal and has the right to be heard and to present testimony of witnesses and other evidence. The superintendent must make his recommendation to the board within five days of notice. After the superintendent's recommendation, the teacher may be dismissed on the date set for consideration if no hearing has been requested. Dismissal is by majority vote of the board, evidenced by a signed statement in the minutes. The decision of the board is final.

The teacher may bring mandamus to compel compliance with the law.

IOWA

Reference: *Iowa Code Annotated.* Title 12, secs. 279.13, 279.24.

Coverage State-wide; covers all certificated school employees, including superintendents, and junior or community college faculty members.

Probationary service None.

Tenure Provisions

Continuing contract provisions provide that no contract may be tendered prior to March 1, nor may the teacher be required to sign and return it in less than 21 days. Notice must be given by April 10 if annual contract is not to be renewed. At least 10 days before notice to terminate the teacher's contract is given, the school board must inform the teacher in writing that it is considering termination of the contract. The teacher has the right to request a private conference with the board by filing written notice within five days. Upon such request, the board must notify the teacher in writing of the time and place, and hold a private conference with the teacher and his representative, before any notice of termination of contract is mailed. Upon the written request of the teacher, a written statement of specific reasons for considering termination must also be furnished by the board. Board members incur no liability for statements made in good faith which are later determined to be erroneous.

Upon receipt of notice of nonrenewal of contract, the teacher may protest and request a hearing within 20 days of receipt of the notice. The hearing is public, and the teacher is to be notified in writing of the date of the hearing. After the hearing, dismissal is by roll-call vote of the board entered in its minutes. The decision of the board is final.

During the school term, the board may dismiss a teacher for incompetency, inattention to duty, partiality, or any good cause, after a full and fair investigation by the board made at a meeting called for that purpose at which the teacher shall be permitted to be present and make defense. Reasonable time must be allowed the teacher for making defense.

KANSAS

Kansas has no state-wide tenure law. Tenure provisions are limited to Kansas City, Topeka, and Wichita. In the rest of the state, spring notification type continuing contract provisions prevail. These require all employment contracts of teachers, supervisors, principals, superintendents, and professional employees whose employment requires certification, to continue in full force and effect during good behavior and efficient and competent service. Such contracts are deemed to be continued for the next successive year unless written notice of termination is given by the board by March 15, or by the teacher before April 15, of intention not to continue the contract (Ch. 72, secs. 5410-5412).

Details of the tenure provisions follow.

Reference: *Kansas Statutes Annotated.* Chapter 72, secs. 5401 to 5409.

Coverage—Cities having a population of over 120,000, i.e., Kansas City, Topeka, and Wichita: Teachers, supervisors, principals, superintendents, and any other professional employees whose employment requires certification except that superintendents are excluded in school districts with a city having a population of more than 250,000.

Probationary service—Three years and re-election for fourth year, during which period annual contracts may or may not be renewed in the discretion of the board. During the school term, probationary teachers may be dismissed or demoted for causes sufficient for dismissal of permanent teachers. Statement of cause is to be given to the teacher by the superintendent through the board at least 30 days before dismissal.

Tenure Provisions

Tenure ceases at age 65, but teachers over that age may be employed on a year-to-year basis.

Permanent teachers serve during good behavior and efficient service. Demotion is defined as transfer to a different branch at a lower salary without the teacher's consent. No reduction in salary is permitted unless it affects 50 percent of the teachers in the school system.

Causes for demotion or dismissal—Immoral character, conduct unbecoming an instructor, insubordination, failure to obey reasonable rules of the board of education, inefficiency, incompetency, physical unfitness, or failure to comply with reasonable requirements of the board of education to show normal improvement and evidence of professional training; or decrease in the number of pupils or other causes over which the board has no control. If dismissal is because of decrease in the number of pupils or for other causes over which the board has no control, seniority rights must be observed and dismissed teachers placed on an eligibility list for reinstatement.

A proposed discharge or demotion of a tenure teacher because of incompetency or neglect of duty must be preceded with a warning and a specific statement in writing of the reasons and the teacher must be given an opportunity for improvement.

Notice, hearing, and appeal—The teacher to be dismissed is entitled to 30 days' notice, with a statement of the reasons.

Right to a hearing is given at which the teacher may be represented by counsel, present evidence, and examine witnesses in his behalf. The teacher must request the hearing within 15 days after receipt of notice. Pending the hearing, the teacher may be suspended, but if acquitted, shall not lose salary for the period of suspension. The decision of the board is final.

Other provisions—The teacher must give written notice of resignation, but resignation is not permitted during the school term or for 40 days before the beginning of the term.

KENTUCKY

Reference: *Baldwin's Kentucky Revised Statutes Annotated.* Secs. 161.720 to 161.810.

Coverage—State-wide; covers "teachers," defined as any persons certified on the basis of four years of college, except superintendents; a superintendent is eligible for continuing contract status when he meets the requirements prescribed in the tenure law for continuing contract for teachers.

Probationary service—Four consecutive years in the same school district, or four years within a six-year period in the same school district. A teacher with continuing contract status in one school district must serve another probationary period if he becomes employed in another school district. Service credit toward permanent status begins only when the teacher holds a certificate based on graduation from a four-year college. During the probationary period employment is on a limited contract.

Teachers without four-year college certificates are not entitled to permanent status. Probationary teachers and those ineligible for permanent status are under continuing-contract provisions, requiring notice on or before May 15 of non-re-employment for the following year. Upon request by the teacher, the written notice shall contain the specific reason or reasons why he is not being re-employed. If the teacher is eligible, he acquires tenure after the probationary period by recommendation of the superintendent, and re-employment by the board.

Tenure Provisions

Permanent teachers have continuing status during good behavior and efficient and competent service. Tenure ceases at age 65, after which employment may continue on an annual contract basis. Notice of salary for the ensuing school year must be sent not later than July 1. Salary may not be lower than that of the preceding year unless uniform reduction affects the entire district, or unless there is a reduction or elimination of extra service, or administrative or supervisory duties of the teacher or other certified personnel. Upon request by the teacher, any reduction or elimination of extra service, administrative and/or supervisory duties and responsibilities shall be accompanied by a written statement of the specific reason or reasons for such reduction or elimination. Salaries may be increased after annual notice is given. Teachers who refuse assignments must notify the superintendent in writing by July 15. Upon recommendation of the superintendent and approval of the school board, reduction in responsibility of a teacher may be accompanied by a salary decrease, but written notice of such reduction with reason must be given to the teacher by May 15.

Employment of the teacher, whether under a limited or continuing contract is employment in the school district only, and not in a particular position or school.

If a decrease in enrollment or a suspension of schools or territorial changes necessitate, the board may reduce the number of teachers and suspend contracts in accordance with the recommendation of the superintendent, seniority rights being observed within each teaching field affected. Teachers have the right of re-employment in order of seniority of service. If a school is closed or consolidated, teachers with permanent status in former schools have permanent status in new schools, subject to necessary decrease in teaching positions.

Causes for dismissal—Insubordination, including violation of school-board rules, and refusing to recognize or obey supervisors, immoral character or conduct unbecoming a teacher, physical or mental disability, inefficiency, incompetency, or neglect of duty, when a written statement identifying the problems or difficulties has been given the teacher. Charges on these causes must be supported by written records of teacher performance by the superintendent, principal, or other supervisory personnel of the board.

Any teacher or superintendent placed on an involuntary leave of absence because of physical or mental disability has a right to a hearing in accordance with the hearing procedures described below.

Notice, hearing, and appeal—The teacher must be given a written statement specifying the charges in detail and notice of the hearing which is to be not less than 20 nor more than 30 days after service of charges.

Within 10 days of receiving the notice of hearing, the teacher must notify the board of his intention to appear to defend himself. If the teacher does not so notify the board, the board may dismiss him by majority vote, and dismissal is final.

For a hearing the board is required to issue subpoenas. The hearing may be public or private at the option of the teacher, who is entitled to be represented by counsel, and may require the presence of witnesses. Testimony is given under oath, and a stenographic report of the proceedings made and furnished the teacher. At the end of the hearing the board may dismiss by majority vote or defer action for not more than five days. Appeal as to law and fact may be taken to the circuit court within 30 days after dismissal. The appeal shall be advanced and heard without delay. The court shall examine the record and transcript of the school-board hearing, and hold additional hearings at which it may hear new evidence.

Suspension If charges warrant, the board may suspend the teacher pending hearing on recommendation of the superintendent, but if the teacher is acquitted, he shall not lose salary for the period of suspension.

Other provisions No teacher or superintendent may terminate his contract within 30 days before the opening of the school term without the consent of the board, but may terminate it at any other time while school is not in session on five days' notice to the board.

LOUISIANA

Reference: *West's Louisiana Revised Statutes.* Secs. 17:441 to 17:445, 17:461 to 17:464.

Coverage—State-wide; covers all employees holding a teacher's certificate.

Probationary service—Three years, including prior service. During the probationary period a teacher may be dismissed upon the superintendent's recommendation accompanied by reasons therefor. At the expiration of the probationary period a teacher found unsatisfactory may be dismissed. In the absence of such notice the teacher becomes permanent automatically.

Tenure Provisions

Tenure teachers who are promoted serve a three-year probationary period in their new position before acquiring tenure in the higher position but retain tenure in the lower position.

Causes for dismissal—Willful neglect of duty, incompetency, or dishonesty, or membership in or contributions to organizations prohibited by law or injunction from operating in Louisiana or advocating integration in the schools.

Notice, hearing, and appeal—A hearing is required; it may be public or private at the option of the teacher. The teacher must be furnished a copy of the charges 15 days before the hearing; if employed by the New Orleans Parish school board the teacher may receive a copy of the charges 10 days before the hearing. The teacher has the right to appear with witnesses and with counsel and be heard.

Appeal from the board's decision is to the court of appropriate jurisdiction. Such appeal must be taken within one year of the board's action or dismissal or discipline. If the court reverses the board, the teacher is entitled to reinstatement with full pay for any loss of time or salary sustained.

MAINE

Reference: *Maine Revised Statutes Annotated.* Title 20, secs. 161(5) and 473(4).

Coverage—State-wide; covers certified teachers.

Probationary service—Three years. Probationary teachers may be dismissed during the school year for the same reasons and under the same procedures that apply to tenure teachers.

Tenure Provisions

After the three-year probationary period, employment contracts of certified teachers shall be for not less than two years. Six months' written notice of nonrenewal before expiration date of contract is required; otherwise contract is automatically extended for one year, and similarly in subsequent years. Where conditions warrant elimination of teaching position, the school committee or school directors have the right to terminate the teaching contract on 90 days' notice.

Notice and hearing—Any teacher who has served a three-year probationary period and whose contract is not going to be renewed, may within 15 days of receipt of notification of nonrenewal of contract, request a hearing and reasons for such action. The hearing must be granted within 30 days of receipt of the teacher's request, and shall be private, except by mutual consent. Either or both parties may be represented by counsel.

Dismissal during school year—After notice and a hearing any teacher may be dismissed during the school year if the school directors determine that the teacher is unfit to teach or his services are deemed unprofitable to the school. The teacher must be given a certificate of dismissal with the reasons for such, a copy of which is retained by the school district.

MARYLAND

Tenure protection exists throughout Maryland. The state-wide tenure law applies to all local school systems except the city of Baltimore. Charter provisions and board of education rules govern teachers in Baltimore City. Separate statutes apply to the community colleges and the state colleges.

State-wide Law

Reference: *Annotated Code of Maryland.* Art. 77, sec. 114; Bylaw 21, Code of Bylaws of the Maryland State Board of Education.

Coverage—Extends to all local school systems throughout the state except the city of Baltimore; covers teachers, principals, supervisors, assistant superintendents, and professional assistants.

Probationary service—The statutory provisions permit the state board of education to provide for a probationary period not to exceed two years. Bylaw 621 of the state board of education prescribes the state-adopted contract form which contains a provision permitting the local board of education to terminate the contract at the end of the first or second school year by giving written notice not later than May 1 of the school year. For persons employed after February 1 of the first year, the notification date is July 1.

Probationary teachers may be dismissed during the school year for the same reasons and under the same procedures as tenure teachers.

Tenure Provisions

Tenure is acquired upon re-employment for a third year.

Causes for dismissal—The county board of education may dismiss any teacher, principal, supervisor, assistant superintendent, or other professional assistant on written recommendation of the superintendent, for immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty.

Notice, hearing, and appeal—Charges must be stated in writing and the teacher given an opportunity to defend himself after not less than 10 days' notice. The teacher is permitted to have counsel and to call witnesses. Appeal may be made to the state board of education within 30 days of the county board decision.

Suspension—The causes for suspension and the procedure followed is identical to the causes and procedures for dismissals.

Baltimore City

Reference: *Charter of the City of Baltimore.* Sec. 91(b); *Rules of the Board of School Commissioners of Baltimore City.* Art. 4, secs. 402.06(2) and 402.06(3).

Coverage—Teachers, principals, or other educational employees below the rank of assistant superintendent.

Probationary service—Teachers are appointed from graded lists based on competitive examinations. The examination consists of the averaging of the quality point index of the college record and a personal interview score. The charter provisions do not mention a probationary period. By school-board rule, teachers assigned from graded lists are required to serve a probationary period of not less than two nor more than three years. If the teacher's work is considered unsatisfactory during this period, his employment may be terminated by the school board upon recommendation by the school superintendent.

Tenure Provisions

Charges must be preferred by the superintendent before a teacher, principal, or other educational employee below the rank of assistant superintendent may be dismissed. The employee may request a hearing before the school board. Demotion of any employee above the status of teacher requires the superintendent's recommendation; right to a hearing on demotion is given.

The superintendent may temporarily suspend teachers upon consultation with the president of the school board. The board may suspend teachers and other employees for a period of not longer than one calendar year. A hearing on the suspension may be had within 30 days of request therefor. Suspension for cause is without pay except by special action of the school board.

Upon 30 days' notice, a teacher may resign effective at the end of the month.

Community Colleges

Reference: *Annotated Code of Maryland.* Art. 77A, sec. 1(c).

The board of trustees of each community college is given the authority to fix the period for tenure for faculty and other employees.

The president of the community college shall recommend the discharge of an employee for good cause. Tenure employees must be given reasonable notice of the grounds for their dismissal and an opportunity to be heard.

State Colleges

Reference: *Annotated Code of Maryland.* Art. 77A, sec. 12(d).

The board of trustees of the state colleges (excludes the University of Maryland) shall fix the tenure of all teachers and all assistants of whatever kind. The board may dismiss any teacher or any assistant upon written recommendation of the president of his college for immorality, dishonesty, misconduct in office, incompetence, insubordination and willful neglect of duty. No teacher or professional assistant may be dismissed without being given a copy of the charges against him and an opportunity to be heard, in person or by counsel, in his own defense, upon not less than 10 days' notice.

MASSACHUSETTS

Reference: *Annotated Laws of Massachusetts.* Chapter 71, secs. 38H, 41 to 44, and 63.

Coverage—State-wide; covers teachers, other instructional staff, school librarians, school library supervisors, vocational education teachers, and superintendents in all schools, including regional school districts, except the superintendent of Boston; provisions differ with respect to union superintendents (see the paragraph below).

Probationary service—Three years. Probationary teachers are automatically continued in service if not notified by April 15. The school board may grant tenure to a teacher after one year of service. The school board may give a superintendent a contract for a period of three or more years of service. Tenure status continues for any superintendent who is employed under tenure on September 1, 1973.

Any probationary teacher who has been teaching more than 90 days cannot be dismissed during the school year unless he is notified of the contemplated action at least 15 days prior to the meeting at which the vote is to be taken, exclusive of customary vacation periods. If the teacher requests it, he is entitled to a written statement of reasons for the proposed action and a hearing before the school committee at which he may be represented by counsel, present evidence, and call witnesses in his behalf. The recommendation of the superintendent with respect to the dismissal is necessary before the school committee decides the matter. The foregoing provisions do not apply to probationary teachers whose contracts are not renewed for the following school year.

Tenure Provisions

A teacher, on written request, may inspect contents of his personnel file and make copies of items about him or his work. Teachers serve at the discretion of the school board (meaning tenure); dismissals require a two-thirds vote of the whole board.

There may be no salary reduction except by uniform revision affecting all teachers of the same salary grade in the town. The superintendent's salary cannot be reduced without his consent until one year after vote of the board.

Tenured school personnel, including those in vocational education, whose jobs are superseded by the establishment of a regional school district retain tenure in the regional school district. They must receive the same salary, all accumulated sick and sabbatical leave and terminal compensation due them.

Demotion—Principals and supervisors may be demoted for inefficiency, incapacity, unbecoming conduct, insubordination, or other good cause, upon 30 days' notice and other procedure required for dismissal of teachers. Restrictions on demotions of principals and supervisors apply to those performing the duties of these positions, regardless of title.

Suspension—The school board may suspend any teacher. The suspension of a teacher for more than 10 days and the suspension of a school superintendent, other than a union superintendent or the superintendent of Boston, requires a two-thirds vote of the whole school board.

A tenure teacher or a tenure or nontenure superintendent may be suspended for unbecoming conduct or other good cause. In such instance, notification of the intended suspension vote must be given at least seven days, exclusive of customary vacation days, before the date of the vote. The teacher or superintendent must be furnished with a written charge of the cause for which the suspension is proposed. The teacher may not be suspended unless the superintendent has given the board his recommendation. The teacher or superintendent must request a hearing which may be either public or private at the discretion of the school board. At the hearing, he may be accompanied by counsel, present evidence, and examine witnesses. The charges must be substantiated. The suspension of a teacher or superintendent is limited to a period not exceeding one month.

Notwithstanding any suspension provisions to the contrary, a school board, a superintendent, or other school official he designates to do so, may suspend for not more than seven days any teacher for unbecoming conduct or for any other cause deemed adequate.

No compensation is allowed for any period of lawful suspension.

Causes for dismissal—The school board may dismiss a tenure teacher or a tenure superintendent, or a nontenure superintendent during his contract term for inefficiency, incapacity, conduct unbecoming a teacher or superintendent, insubordination, or other good cause, but not for marriage of women teachers or women superintendents. It may dismiss teachers because of decreased enrollment, but permanent teachers are not to be dismissed if probationary teachers are retained in positions the permanent teacher is qualified to fill.

Notice, hearing, and appeal—Thirty days' notice, exclusive of customary vacation periods, is required before the meeting at which dismissal is to be considered. If the teacher or superintendent requests a copy of the charges, it must be furnished.

The teacher or superintendent must request a hearing which may be private or public at the discretion of the school board. At the hearing he may be accompanied by counsel, present evidence, and call witnesses in his behalf and examine them. The superintendent's recommendation is prerequisite to the dismissal of teachers. The charges must be substantiated.

Any tenure teacher or tenure superintendent, or any nontenure superintendent during the term of his contract, who has been dismissed, or any person who has been demoted may within 30 days thereof, appeal to the superior court. The court hears the cause *de novo*, and if the court's decision is favorable to the teacher or superintendent, he is entitled to reinstatement without loss of compensation. The decision of the superior court is final, except as to matters of law.

A teacher or superintendent who has incurred expenses to defend himself against unwarranted removal or suspension shall, upon written application, be reimbursed by the school board. The amount reimbursed shall not exceed 10 percent of the individual's usual compensation during the period when the removal or suspension was in effect.

Other provisions—No teacher may be restricted in, or dismissed for, exercising the right of suffrage, signing nomination papers, petitioning the general court (legislature), or appearing before its committees, except if such rights are exercised on school premises, during school hours, or when they would interfere with the performance of duties.

Union superintendents (Ch. 71, sec. 63)—A superintendent of a union who has served continuously in the same union for more than three years, and has been employed there at least twice, each time for a term of three years, cannot be removed except for inefficiency, incapacity, insubordination, or other good cause. In case of removal, there must be full compliance with provisions outlined above relative to teachers and other superintendents, as to notice of intention to dismiss, specification of charges, hearing, and substantiation of charges.

MICHIGAN

Reference: *Michigan Statutes Annotated.* Secs. 15.1971 to 15.2056.

Coverage—State-wide; covers all certificated employees employed for a full school year.

Probationary service—Two years; a third year of probation may be required upon notice to the tenure commission. No teacher may serve more than one probationary period; after a teacher has acquired tenure in one district, he need not serve a probationary period longer than one year in another district and may at the option of the board be given tenure status immediately. When a teacher with tenure becomes an employee of another board as a result of a district reorganization, he must be placed on tenure within 30 days unless the board by a two-thirds vote places the teacher on not more than one-year probation.

Service rendered before enactment may be counted as probationary service if the teacher has served at least two years and is re-elected, but the board may refuse to give tenure status to a teacher with two or more years of prior service by unanimous vote of the board. During the probationary period, notice must be given at least 60 days before the close of school as to whether or not the work of the probationary teacher has been satisfactory. If no such notice is received, the teacher's work is deemed satisfactory. Probationary teachers must be notified in writing at least 60 days before the end of the school year if they are not to be re-employed the ensuing year.

Tenure Provisions

After the probationary period a teacher is continuously employed. If employed in a capacity other than classroom teacher, including but not limited to superintendent, assistant superintendent, principal, department head, or director of curriculum, the contract may declare that permanency of employment does not apply to such capacity, but only to active classroom teaching service. If the contract does not so state, tenure is gained in the administrative capacity. If the individual has tenure only as an active classroom teacher, he may be given a classroom teaching position at the end of the contract so reserved, without demotion implied. The salary in the position to which the individual is assigned must be the same as if he had been continuously employed in the newly assigned position. Continuing tenure does not apply to an annual assignment of extra duty for extra pay.

Causes for dismissal—Permanent teachers may be dismissed or demoted for reasonable and just cause. If dismissal is because of reduction in personnel, a teacher has the right to appointment to a first vacancy for which he is qualified.

A tenure teacher placed on involuntary leave because of physical or mental disability has hearing rights as outlined below.

Notice, hearing, and appeal—Charges against a teacher must be in writing, and must be signed by the person making them and filed with the board. Charges concerning the character of professional services must be filed at least 60 days before the close of school. A statement of charges and a statement of the teacher's rights under the tenure law must be sent to the teacher if the board decides to proceed with the charges. The teacher must request a hearing which must be held not less than 30 nor more than 45 days after the filing of the charges. The hearing may be public or private at the option of the teacher. At the hearing the teacher may be represented by counsel, have witnesses subpoenaed, and present documentary evidence. Testimony must be given under oath and a stenographic record taken, a copy of which is to be sent to the teacher within 10 days. Dismissal after the hearing is by majority vote of members of the board within 15 days of the hearing. A copy of the decision must be furnished the teacher within five days of the decision.

A dismissed teacher may appeal within 30 days to the state tenure commission, which shall hold a hearing within 60 days from the date of appeal. Notice and conduct of the hearing by the tenure commission is to be the same as required of the local board, and under such other rules and regulations as

the tenure commission may adopt. The tenure commission is required to act as a board of review for all appeals from local board decisions. All records must be kept in the office of the state school superintendent.

The state tenure commission is composed of five members: two classroom teachers, one member of a school board of a city or grade-school district, one person who is not a school-board member or a teacher, and one school superintendent. The state superintendent is ex-officio secretary, and the attorney general is required to assign an assistant as legal advisor. The term of office for members of the state tenure commission is five years. Not more than one member may be from a school district, and the teacher member must be a tenure teacher. The tenure commission must meet at least twice a year.

Suspension A teacher may be suspended pending hearing, but his salary is to be continued during suspension. If the decision of the school board is reversed on appeal to the tenure commission, the teacher is entitled to all salary lost as a result of being suspended.

Other provisions A teacher may resign upon at least 60 days' notice before September 1; otherwise he forfeits rights to tenure.

No teacher may waive rights or privileges under the act by a term of contract.

The tenure law shall not be construed as preventing any school board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the retirement law, or thereafter from temporarily continuing, for the district's benefit, a teacher's contract on a year-to-year basis on criteria equally applied to all teachers.

MINNESOTA

State-wide tenure protection exists in Minnesota, but provisions applicable to the first-class cities Duluth, Minneapolis, and St. Paul—differ from those that apply to other areas in the state.

First-Class Cities
(Duluth, Minneapolis, and St. Paul)

Reference: *Minnesota Statutes Annotated, Education Code.* Sec. 125.17.

Coverage—Teachers, principals, or any person regularly employed to superintend or supervise classroom instruction, placement teachers, and visiting teachers. Counselors and school librarians are covered as teachers if they are certificated as teachers or school librarians.

Probationary service—Three years and re-employment for a fourth year. Annual contracts are used during the probationary period. During the contract period 30 days' notice is required before dismissal or demotion of probationary teachers, which is to be for causes specified for the dismissal or demotion of tenure teachers, but without appeal. At the end of each annual contract during the probationary period, notice must be given before April 1 if the contract is not to be renewed.

Access to files—Upon written request to the school board, every teacher has the right to see all evaluations and files in the school district relating to him. The teacher has the right to reproduce at his own expense any of the contents of the files and to submit for inclusion in the files written information in response to any material contained therein.

Tenure Provisions

After the probationary period and re-election, teachers serve during good behavior and efficient and competent service.

Causes for dismissal or demotion—Immoral character, conduct unbecoming a teacher, insubordination, teaching without first securing a written release from the former employer without justifiable cause, inefficiency in teaching or management of the school, affliction with active tuberculosis or other communicable disease (for which cause a teacher may be suspended or dismissed), or discontinuance of position or lack of pupils. If the charge is inefficiency in teaching or management of a school, dismissal is permitted only during the school year and only upon charges filed at least four months before the close of school. If dismissal is based upon discontinuance of position or lack of pupils, seniority rights must be considered in making dismissals, and teachers dismissed shall have first consideration for other positions for which they are qualified.

Notice and hearing—Charges must be signed by the person making them and filed with the school board or superintendent. A hearing is automatic; 10 days' notice is required before the hearing, which may be public or private at the option of the teacher. At the hearing the teacher may appear with counsel who may examine and cross-examine witnesses and present argument. Witnesses may be subpoenaed, and testimony must be given under oath. A record of the hearing must be kept at the expense of the board. The hearing must be concluded and a decision in writing stating grounds on which it is based must be rendered within 25 days after the notice. Where the final decision is in favor of the teacher, the charges must be physically expunged from the record.

Suspension—If a teacher is suspended when charges are filed but later acquitted, he shall be entitled to salary for the period of suspension.

Areas Outside the First-Class Cities

Reference: *Minnesota Statutes Annotated, Education Code.* Sec. 125.12.

Coverage—Teachers, supervisors, principals, superintendents, and other certificated employees.

Probationary service—First two consecutive years of a teacher's first teaching experience in Minnesota in a single district; thereafter, only one year probation is required in another school district. Annual contracts are used during the probationary period, and contracts for teachers to be rehired must be submitted to those teachers no later than March 20. Written notice that the contract is not to be renewed must be given before April 1. Within 10 days of the teacher's request in writing, the school board must give the reasons for nonrenewal and must include a statement that the teacher was provided appropriate supervision and give the nature and extent of such provision.

After a hearing held upon due notice, a probationary teacher may be discharged during the probationary period for cause, effective immediately.

Access to files—Upon written request to the school board, every teacher has the right to see all evaluations and files in the school district relating to him. The teacher has the right to reproduce at his own expense any of the contents of the files and to submit for inclusion in the files written information in response to any material contained therein.

Tenure Provisions

After completing the probationary period, a teacher who has not been discharged, or advised of a refusal to renew his contract, has a continuing contract with the district. Contracts must be submitted to the teachers no later than March 20, and resignations must be submitted in writing before April 1.

A board may provide by rule that its teachers shall be retired at age 65.

Causes for termination at the end of the school year—Inefficiency; neglect of duty, or persistent violation of school laws, rules, regulations, or directives; conduct unbecoming a teacher which materially impairs his educational effectiveness; other good and sufficient grounds rendering the teacher unfit to perform his duties; or discontinuance of the position, lack of pupils, or merger caused by reorganization or otherwise. In the case of consolidation of school districts, tenure teachers in affected districts must be retained on the staff of the consolidated district in positions for which they are qualified by law, to the extent that such positions exist.

Notice of termination—A teacher's contract may be terminated only after the teacher has been given written notice of specific items of complaint and has failed within a reasonable time to correct the deficiency. Termination requires a majority roll-call vote of the full membership of the board and is effective at the end of the school year.

The school board must notify the teachers in writing of the proposed termination of employment. The written notice must state the charges with reasonable detail, and must inform the teacher of the right to make a written request for a hearing within 14 days of receipt of the notice. The hearing must be granted before final action is taken. If no hearing is requested within the 14-day period, the teacher is deemed to have acquiesced to the board's action. (See below for hearing procedures.)

Causes for immediate discharge—Immoral conduct, insubordination, conviction of a felony; conduct unbecoming a teacher requiring immediate removal from the classroom; failure without justifiable cause to teach without first securing a written release from the board; gross inefficiency uncorrected after reasonable written notice; willful neglect of duty; or inability to qualify for reinstatement after a 12-month physical or mental disability leave of absence.

Notice of immediate discharge—Written notification stating the charges with reasonable detail must be given to the teacher prior to the proposed discharge. The teacher must make a written request for a hearing within 10 days after receipt of notice. The hearing must be granted before final action is taken.

Suspension—The board may suspend a teacher with pay pending the conclusion of a hearing, after charges constituting grounds for discharge have been filed.

Hearing procedures—The same procedures apply to any hearing held pursuant to this law. Appropriate and timely notice of the hearing must be given to the teacher who then may decide whether it is to be public or private. At the hearing, the teacher and the board may each appear with counsel at his or its own expense. Counsel may examine and cross-examine witnesses, present evidence, and arguments. Witnesses and records may be subpoenaed. Testimony must be given under oath.

The board must employ a court reporter to record the hearing proceedings, and either party may obtain a transcript at its own expense. The board's decision must be in writing and must be based on substantial evidence in the record. The decision, which must include findings of fact, must be served on the teacher prior to April 1 in the case of a contract termination, or within 10 days after conclusion of the hearing in the case of a discharge.

Where the final decision of the board or reviewing court is in favor of the teacher, the decision shall be entered in the board minutes and all reference to the proceedings shall be excluded from the teacher's record file.

Judicial review—Pendency of judicial proceedings does not stay the effective date of a school board's order, but if the court decision eventuates in reinstatement of the teacher, the board must pay the teacher all compensation withheld as a result of the termination or dismissal order.

Other Provisions in Tenure Law

Suspension and leave of absence for health reasons—A teacher afflicted with active tuberculosis or other communicable disease, mental illness, drug or alcoholic addiction, or other serious incapacity may be temporarily suspended or given leave of absence while suffering from such disability. If the teacher does not consent, such action can be taken only after a physician has found upon examination that suspension is required. The school board must provide a list of three physicians competent in the field involved, and the teacher must select from the list one physician to conduct the examination. The cost of the examination shall be borne by the school district, and a copy of the physician's report must be furnished to the teacher upon request. Failure to submit to an examination within the prescribed time constitutes cause for immediate discharge.

When the examination is to determine mental illness, and either the teacher or the board finds the doctor's report unacceptable, a panel of three physicians or psychiatrists shall be selected to conduct a new examination at the board's expense. The teacher and the board each select a member of the panel and these two members select the third one. The panel must examine the teacher and report its findings and conclusions to the board, and upon consideration of the panel's report, the board may suspend the teacher. Written notification of the suspension with reasons must be provided to the teacher. Any accrued sick-leave benefits shall be paid during the leave of absence, and after it is exhausted, the district may in its discretion pay additional benefits.

The teacher shall be reinstated upon evidence from such physician that he has made sufficient recovery to properly resume the performance of his duties. Inability to qualify for reinstatement within 12 months after suspension may be a ground for discharge.

MISSISSIPPI

Mississippi has no tenure law.

Reference: *Mississippi Code 1942 Annotated.* Secs. 6282-13, 6282-17, 6282-20, 6282-21, 6282-26.

Statutory provisions permit long-term contracts.

Contract for the employment of a teacher, principal, or superintendent shall be in such form as prescribed by the state board of education, and shall show the number of scholastic years which it covers, the position held, and the annual salary to be paid. The employee must sign and return the contract within 10 days after it has been tendered.

School boards are authorized to elect principals and teachers for not more than three years, and superintendents for no longer than four years. A contract with a teacher for longer than one year is subject to the contingency that the teacher may be released if decrease in attendance necessitates a reduction in the teaching staff. In such instances, the teacher must be released before July 1 or at least 30 days before the beginning of the school term, whichever date should occur earlier. The salary to be paid for the years after the first year of the contract term is subject to upward or downward revision if funds available are increased or decreased, but unless the salary is revised before the beginning of the school year, it should remain at the amount fixed in the contract for the year involved.

A superintendent, principal, or teacher must apply to the school board if he seeks to be released from his contract. Anyone who arbitrarily or willfully breaches his contract, or abandons his employment without being released, is subject to having his license or certificate suspended for one year upon recommendation by a majority of the members of the school board.

Suspension and Dismissal Provisions During the Contract Term

Superintendents, principals, and teachers may be suspended or dismissed during the contract term for incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause. Before any dismissal or suspension, the employee must be notified of the charges against him and must be advised that he is entitled to a public hearing upon the charges. The notice must be in writing and must be given to the employee at least 10 days prior to the date set for the hearing. For the purpose of conducting the hearing the county superintendent of education or the superintendent of the municipal separate school district shall have the power to issue subpoenas to compel the appearance of witnesses. Either party may appeal to the state board of education. Any party aggrieved by the decision of the state board may then appeal to the chancery court.

MISSOURI

State-wide tenure provisions exist in Missouri but provisions differ for metropolitan school districts included within the limits of a city of 700,000 or more population (St. Louis) and the rest of the state.

State-wide Law

Reference: *Vernon's Annotated Missouri Statutes.* Secs. 168.102 to 168.130.

Coverage—All employees regularly required to be certified, except superintendents, assistant superintendents, and other persons regularly performing supervisory functions as their primary duty.

Probationary service—Five successive years and re-employment for the following year. Any probationary teacher who has been employed for two or more years in another school system shall have one year of probationary period waived. Probationary teachers are employed on annual contracts and must be notified of nonrenewal between April 1 and 15. Lack of notification is deemed a re-appointment. Any teacher informed of re-election by written notice must accept such contract in writing within 15 days of the notification; failure to do so constitutes a rejection.

Any probationary teacher whose work, in the opinion of the board of education, is unsatisfactory must be provided with a written statement setting forth the alleged incompetency and its nature and be given an opportunity to correct the fault. If improvement satisfactory to the board is not made within 90 days of the receipt of the notification, the teacher's employment may be terminated immediately or at the end of the school year. Termination of employment requires a vote of the majority of the members of the board; a tie vote constitutes termination.

A permanent teacher promoted with his consent to principal or assistant principal does not attain permanent status in the new position but retains tenure in the previous position. A person first employed by the district as a principal or assistant principal acquires tenure as a teacher after having served two years as a principal or assistant principal.

Rating records—All teachers must be furnished with copies of rating records.

Tenure Provisions

After the probationary period, teachers become permanent and are subject to compulsory retirement under the retirement system. A permanent teacher is employed under an indefinite contract which he may terminate by giving the school board written notice and reasons not later than May 1.

The board of education may place teachers on leave because of a decrease in pupil enrollment, school district reorganization or the financial condition of the school district. However, no permanent teacher may be placed on leave while probationary teachers are retained. Permanent teachers are retained on the basis of merit within their field of specialization. A teacher on such leave may engage in teaching or other employment during the leave. No new teachers may be appointed while there are permanent teachers on unrequested leave who are properly qualified to fill the positions. The leave of absence shall not impair tenure and shall continue for no longer than three years unless extended by the board.

Causes for dismissal—Physical or mental condition incapacitating the teacher for instructing or associating with children, immoral conduct, incompetence, inefficiency, insubordination in the line of duty, willful or persistent violation of or failure to obey the school laws of the state or the published regulations of the board of education, excessive or unreasonable absence from the performance of duties, or conviction of a felony or a crime of moral turpitude. (Also see paragraph *Other provisions* below.)

In determining the professional competency or the efficiency of a tenure teacher, consideration should be given to regular and special evaluation reports and to any written standards of performance adopted by the school board.

Notice and hearing—Written charges must be presented to the teacher specifying with particularity the reason for termination. A hearing may be requested by the teacher. If the charges involve incompetency, inefficiency, or insubordination in the line of duty, the teacher must be given a warning 30 days before charges are served, stating specifically the cause which, if not removed, may result in charges. Thereafter the superintendent, or his representative, and the teacher shall meet and confer in an effort to resolve the matter.

Notice of a hearing, together with a copy of the charges must be served upon the teacher at least 20 days prior to the date of the hearing. If the teacher does not request a hearing within 10 days of the receipt of the notice, the board may terminate the teacher's contract. If a hearing is requested, it must take place 20 to 30 days after the teacher has been furnished with the notice of hearing.

The hearing must be public, the teacher may be represented by counsel who may cross-examine witnesses. The board has power to subpoena witnesses named by the teacher, but it may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than 10. The board must hear testimony of all witnesses. All testimony is under oath. A full transcript must be made of the proceedings and presented to the teacher without cost within 10 days of the conclusion of the hearing. All hearing costs except the cost of the teacher's attorney, are borne by the board. Demotion or termination must be by a majority vote of the board and the decision must be rendered within seven days after it receives the transcript and a written copy must be given the teacher within three days thereafter.

The teacher may appeal the decision of the board to the circuit court of the county in which the school district is located. The appeal must be taken within 15 days of service of the board's decision on the teacher or it will become final. To take an appeal, the teacher must file notice with the board of education. The board must then forward to the court all documents and papers on file in the matter, together with a transcript of the evidence; the findings and decision of the board constitute the record on appeal. Appeals from the decision of the circuit court are allowed in the same manner as a civil action except that the original transcript filed with the circuit court by the board of education together with the transcript of the proceedings before the circuit court constitutes the transcript on appeal.

If the court finds for the teacher, he is restored to permanent status and paid for the period of suspension. The teacher is also paid for the period pending appeal if the final adjudication is in his favor.

Suspension—After charges have been filed, the teacher may be suspended but with pay pending the decision of the board.

Other provisions—Any tenure teacher called into military service is eligible for reinstatement on discharge without loss of tenure. A teacher may not participate in the management of a campaign for the election or defeat of members of the board of education by which he is employed. Violation of the law is a cause for termination.

St. Louis

Reference: *Vernon's Annotated Missouri Statutes.* Sec. 168.221.

Coverage—Metropolitan school district defined as any school district included within the limits of a city having 700,000 or more inhabitants (St. Louis): Teachers and principals.

Probationary service—Three years, which may be extended six months if the work is unsatisfactory provided written statement setting forth incompetency has been given the teacher or principal. During the probationary period annual contracts are used, with notice of nonrenewal by April 15. Failure to give notice of renewal is deemed to be a re-appointment for the next school year. Substitute service is not to be counted as probationary service.

During the probationary period, the superintendent must furnish each teacher or principal whose work is unsatisfactory with a written statement setting forth the nature of the incompetency. If satisfactory improvement is not made within one semester, the teacher or principal shall be dismissed.

Tenure Provisions

After the probationary period, teachers become permanent and are subject to compulsory retirement under the retirement system.

A board may reduce the number of teachers because of insufficient funds, decrease in enrollment, or abolition of particular subjects, but in abolition of particular subjects, tenure teachers may not be placed on leave of absence and nontenure teachers retained if the tenure teachers are qualified for other subjects. If reduction in the number of teachers is because of insufficient funds or decrease in enrollments, the superintendent shall recommend that teachers be placed on leave of absence without pay, using inverse order of employment and beginning with probationary teachers. Teachers on such leave may have other employment during leave. When re-appointments are made, the inverse order of suspension must be used, and no loss of status or credit for previous service shall result. No new appointments may be made while adequately qualified teachers under age 70 are on leave unless a teacher fails to notify the superintendent within 30 days of notice that he will accept re-appointment.

Regulations fixing qualifications for promotion must fix the effective date to allow reasonable time for persons to qualify.

Causes for dismissal—Immorality, inefficiency in line of duty, violation of published regulations of the school district, violation of laws, or physical or mental condition incapacitating the teacher for instructing or associating with children.

Notice and hearing—Written charges must be presented by the superintendent and served on the teacher. The teacher must be given 30 days' notice of charges. A notice given during a vacation period is effective as of the first day of the following school term. A hearing is automatic. It shall be public at the request of the teacher, who may appear with counsel to offer evidence and make defense. For dismissal for inefficiency, for demotion, or for reduction in salary, a teacher is entitled to notice in writing at least one semester before the action. The decision of the board must be by majority vote of all the board members. The decision of the board is final.

A teacher who is to be demoted or whose salary is to be reduced may waive presentment of charges and a hearing.

Suspension—If suspended and later acquitted, the teacher is entitled to salary for the period of suspension.

MONTANA

Reference: *Revised Codes of Montana 1947.* Secs. 75-6101 to 75-6107; 75-5811; 75-5709.

Coverage—State-wide; covers all members of the instructional, supervisory, or administrative staff, including principals, who hold a valid Montana teacher certificate, except district superintendents.

Probationary service—Three years and re-election for the fourth. Annual contracts during the probationary period. Probationary teachers may be dismissed during the school year for the same reasons and under the same procedure applicable to tenure teachers.

Tenure Provisions

Tenure teachers are deemed re-elected from year to year. Written notice of re-election must be given the tenure teacher by April 1, otherwise the re-election is deemed automatic for the following school year. A tenure teacher who receives notice of re-election must give written notice of acceptance within 20 days of receiving the notice.

Tenure ceases at age 65, but the school board may continue to employ teachers up to age 70. To terminate the employment of a teacher 65 years of age or older for the ensuing year, written notice must be given by April 1.

Dismissal procedure at end of school year—A tenure teacher whose services are being terminated at the end of the school year must be given written notice of termination before April 1. The tenure teacher has 10 days after receipt of the notice to request a written statement explicitly detailing the specific reasons for the termination. The school board must comply within 10 days. Upon receipt of the statement of reasons, the teacher has 10 days to request a hearing before the school board to reconsider its termination action. The hearing must be held within 10 days of this request. If the school board affirms its decision to terminate the teacher's employment, the teacher may appeal the decision to the county superintendent.

The county superintendent hears the appeal, takes testimony to determine the facts, and may administer oaths to witnesses who testify at the hearing. He must prepare a written transcript of the hearing and his decision must be based upon the facts established at the hearing. Either the teacher or the school board may appeal the decision of the county superintendent to the state superintendent of public instruction. In this event, the county superintendent must supply to the state superintendent a transcript of the hearing and other documents entered as testimony. The state superintendent shall render his decision on the basis of the transcript of the fact-finding hearing conducted by the county superintendent, documents presented at the hearing, affidavits, verified statements, or sworn testimony as to the facts in issue. The decision of the state superintendent of public instruction shall be final, subject to adjudication or the proper legal remedies in the state courts.

Causes for dismissal during the school year—Immorality, unfitness, incompetency, or violation of adopted school-board policies.

Dismissal procedure during the school year—A permanent or probationary teacher who has been dismissed during the school year has 10 days to file an appeal in writing with the county superintendent. A hearing must be held within 10 days. If after the hearing the county superintendent determines that the teacher was dismissed without good cause, he shall order that the teacher be reinstated with back pay.

NEBRASKA

Nebraska has no state-wide tenure law. Tenure provisions apply only to school districts of the fourth and fifth class (Lincoln and Omaha).

In the rest of the state (school districts of Class I, II, III, and VI) spring notification type continuing contract provisions prevail. Under these provisions the original contract of employment of a teacher or administrator requires the sanction of a majority of the members of the employing school board. Administrators may be employed under a contract for a term not to exceed three years.

Any contract of employment between the school district and a teacher or administrator holding a certificate which is valid for a term of more than one year, shall be deemed renewed and remain in full force and effect unless a majority of the board members vote on or before May 15 to amend or to terminate the contract at the close of the contract period.

On or before April 15, the secretary of the school board must notify each teacher or administrator in writing of any conditions of unsatisfactory performance or other conditions because of a reduction in staff members or change in leave of absence policies which the board considers may be a cause to amend or terminate the contract for the next school year. Any teacher or administrator so notified has five days from receipt of the notice to file a written request for a hearing before the school board. Upon receiving the request, the board shall order the hearing to be held within 10 days and notify the teacher or administrator of the time and place. At the hearing, evidence shall be presented in support of the reasons given for considering termination or amendment of the contract, and the teacher or administrator shall be permitted to produce evidence relating thereto. (Secs. 79-1254, 79-1254.01.)

The details of the tenure law follow.

Reference: *Revised Statutes of Nebraska 1943 (Reissue of 1966).* Secs. 79-1255 to 79-1262.

Coverage (Districts of fourth and fifth class—Lincoln and Omaha): All certificated employees including nurses but excluding substitute teachers.

Probationary service Three years and re-election for fourth year, but may be extended for one or two years before permanent appointment. During the probationary period, annual contracts may or may not be renewed. Notice of nonrenewal must be given by April 1, otherwise the renewal is automatic. A teacher whose contract is automatically renewed must accept within 15 days. Prior service counts toward fulfillment of the probationary period in the discretion of the board, except that teachers who were permanent under any previous local regulations shall be permanent as of the date of enactment.

Tenure Provisions

After a probationary period an indefinite contract is to be in force to age 65. Permanent teachers must give evidence of professional growth every six years: educational travel, professional publications, work on educational committees, six semester hours of college work, or other activities approved by the board. No salary may be reduced unless the same percent reduction applies to a majority of the teachers.

Causes of dismissal Incompetency, physical disability or sickness which interferes with performance of duty, insubordination (defined in the law), neglect of duty, immorality, failure to give evidence of professional growth, justifiable decrease in the number of teaching positions, or other good and just cause, but not for political or personal reasons.

Notice and hearing Dismissal is only on recommendation of the superintendent. Notice to the teacher is to be not less than 30 nor more than 40 days before consideration of the superintendent's recommendation. Upon request of the teacher, a statement of reasons must be given within five days of request.

If the teacher requests a hearing, it must be held within 20 days of request, and the teacher must be given 10 days' notice. The teacher has the right to respond to reasons for the proposed dismissal and to

be accompanied by someone qualified to speak for him. Suspension pending a decision on the dismissal is authorized. If the cause of dismissal is immorality or insubordination, dismissal is effective immediately; for all other reasons dismissal is effective at the end of the current school term. The decision of the board is final.

Other provisions—Unrequested leave of absence for physical disability or sickness, not exceeding one year, may be enforced after following the procedure as for dismissal.

NEVADA

References: *Nevada Revised Statutes*, Secs. 391.311-391.3197, 391.350.

Coverage—State-wide; covers teachers except substitute teachers or teachers employed for adult education. The term "teacher" is defined as any certificated school employee who has been employed by the school board on a permanent basis at the end of the probationary period.

The provisions of sections 391.311–391.3197 do not apply to a teacher who has entered into a contract with a school board as a result of the Local Government Employee-Management Relations Act and such contract contains separate provisions relating to the board's right to dismiss or refuse to re-employ such teacher.

Probationary service—Three years. During probation, teachers are employed annually provided their services are satisfactory, or they may be dismissed at any time at the discretion of the school board. However, prior to formal board action, the probationary teacher shall be given the reasons for the recommendation to dismiss or not to renew the contract and shall be given an opportunity to reply.

Tenure Provisions

On or before April 1 of each year, the school board must notify in writing any teacher who has been in its employ for a majority of the current school year concerning his re-employment for the ensuing school year. If such notice is not given, the teacher is deemed to be re-employed for the following school year under the same terms as existed under the current contract, and the board is required to issue a contract to the teacher. These provisions do not apply to any teacher who has been recommended for dismissal or non-re-employment if the board has made no final decision on such recommendation. A teacher who is notified of re-employment or who is automatically under these provisions must give written notice of his acceptance to the school board by April 10. Failure to do so shall be conclusive evidence of the rejection of the contract by the teacher.

If the teachers are represented by an employee organization pursuant to the Local Government Employee-Management Relations Act (NRS, Ch. 288) and negotiations thereunder have been started, the re-employment notice provisions described above shall not apply, except that prior to April 10, the teachers shall notify the board on forms it has provided of their intention to accept re-employment. Any agreement negotiated by a recognized employee organization and the board shall become part of the contract of employment between the board and the teacher. The school board shall mail contracts by certified mail with return receipt requested, to each teacher to be re-employed, at his last known address or deliver such contract to the teacher in person and obtain a receipt therefor. Failure of the teacher to notify the board of acceptance of the contract within 10 days of receipt of such letter shall be conclusive evidence of the teacher's rejection of the contract.

Causes for dismissal—Inefficiency, immorality, unprofessional conduct, insubordination, neglect of duty, physical or mental incapacity, decrease in enrollment or district reorganization, conviction of a felony or of a crime involving moral turpitude, inadequate performance, evident unfitness for service, failure to comply with reasonable requirements prescribed by the board, failure to show normal improvement and evidence of professional training and growth, advocating overthrow of the government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating or teaching of communism with the intent to indoctrinate pupils to subscribe to communistic philosophy, any cause which constitutes grounds for the revocation of a teacher's certificate, willful neglect or failure to observe and carry out the requirements of the Nevada school code, or dishonesty.

In determining whether the performance of a teacher is inadequate, consideration shall be given to the regular and special evaluation reports and to any written standards of performance the employing board has adopted.

If a principal or other school administrator responsible for the teacher's supervision, finds it necessary to admonish a teacher for a reason which may lead to dismissal or which may cause the teacher not to be re-employed, such principal or school administrator must bring the matter to the attention of the teacher, and make a reasonable effort to aid the teacher in effecting correction of the problem, and allow reasonable time for improvement, not to exceed three months.

Suspension—When the superintendent has reason to believe that cause exists to dismiss a teacher, and when in his opinion immediate suspension is necessary in the best interests of the children, the superintendent may suspend the teacher immediately, without prior notice and without a hearing.

Notification of suspension must be in writing. Within 10 days of suspension, the superintendent must begin proceedings to effect the teacher's dismissal. If sufficient grounds for suspension are not subsequently found, the teacher shall be reinstated without loss of compensation.

A superintendent shall automatically suspend a teacher who has been officially charged but not yet convicted of a felony or crime involving moral turpitude. If the charge is dismissed or the teacher is found not guilty, he shall be reinstated with back pay and normal seniority.

Professional Review Committee—The law provides for a Professional Review Committee of not fewer than 42 citizens of recognized scholarship and professional standing who have been actively and continuously engaged in teaching or related supervisory services in the state for the five years preceding their appointment. A majority of the committee must be teachers not occupying the position of an administrator. The members are appointed by the state superintendent of public instruction and approved by the state board of education, and serve three-year terms.

A teacher who is notified that the superintendent is recommending his dismissal or non-re-employment has the right to request a review of the proposed action by a five-member panel drawn from the Professional Review Committee. If the teacher's district employs 1,000 or more certificated personnel, the panel shall be selected from within the district. Panel members may be selected from within the district or nearby districts where a district with less than 1,000 certificated personnel is involved. The teacher and the superintendent each have the right to designate as unacceptable not more than three of the 42 members of the committee. After appointment of the panel, the teacher and the superintendent are entitled to three peremptory challenges each and to challenge for cause any appointed member who does not meet the statutory requirements. The state school superintendent must then remove the challenged members and appoint others. The employing district is required to pay all necessary expenses, if any, and panel members do not forfeit salary or sick-leave benefits while performing their duties as panel members.

Notice and hearing—The district superintendent may, or at the direction of the board, must recommend that a teacher be dismissed or not re-employed. The superintendent must give the teacher written notice of his intention to recommend to the board that the teacher be dismissed or not re-employed at least 15 days before making such recommendation. Notification must include grounds for the recommendation, and a statement that the teacher has the right within the next 10 days to request a hearing before a five-member panel selected from the Professional Review Committee by the superintendent of public instruction. If the teacher files no request for such review, the superintendent shall file his recommendation with the board which may act on the recommendation. If a request for review is made, the superintendent cannot file his recommendation with the board until he receives the report of the panel. The superintendent also has the right to request a panel to review the matter if he determines that the best interests of education in the school district will be served thereby.

Five-member panel review—Within three days of receiving the teacher's request for a review by the panel, the superintendent must notify the state school superintendent, who has five days to designate the five-member panel. The panel is empowered to conduct an investigation into the charges, require witnesses to give testimony under oath and produce relevant evidence. The teacher and the superintendent are entitled to be heard before the panel, to appear with counsel, and to call witnesses. Within 15 days, the

panel must complete its investigation and must prepare a written report together with its recommendation on the course of action to be taken by the board and file the report and recommendation with the teacher and the superintendent. The time may be extended an additional 15 days if the panel notifies the parties that this is necessary to properly perform its duty.

Either the superintendent or the teacher may request the district school board to review the recommendations of the panel. Such review is to be limited to the findings and recommendations of the panel, if in the board's opinion the record is substantial. If the board finds the record insubstantial, it shall return the matter to the panel to take further evidence and testimony. If the board deems it appropriate, it may order a hearing *de novo* upon appeal by the superintendent or the teacher, concerning the teacher's dismissal or non-re-employment.

Within five days of receiving the panel's report and recommendation, the district superintendent can either drop the charges, or file his written recommendation with the board, together with a copy of the panel's report.

School-board hearing procedures—Within five days of the filing of the superintendent's recommendation, and before the board may take any formal action on it, the board must notify the teacher by registered or certified mail of such recommendation, and also notify the teacher's immediate superior, if other than the superintendent, of the recommendation and furnish him with the panel's report.

The teacher has five days after receipt of the board notice to make a written request for a hearing before the board, and the board has 10 days to set a time and place for the hearing and notify the parties.

The teacher and the superintendent have the right to appear with counsel, and the board must permit submission of all relevant evidence, including the report of the review panel. The board has the power to require witnesses to testify under oath and produce evidence. The hearing is to be conducted under a set of uniform standards and procedures developed by the state board of education, but technical rules of evidence need not apply. Within five days of the conclusion of the hearing, the board must render a written decision based on the evidence and give copies to the parties. If the board decides to adopt the recommendation of the superintendent, it may dismiss or not re-employ the teacher. The board may act on an affirmative vote of a majority of the quorum present as long as the quorum members voting are the same members of the board who heard the accusations, presentation of facts, and recommendations to dismiss or not re-employ the teacher.

Other provisions—Any teacher who fails to comply with the provisions of his contract without the written consent of the school board shall be deemed guilty of unprofessional conduct. A breach of contract resulting from the execution of an employment contract with another board within the state without the consent of the board first employing the teacher makes the second contract void, and upon the formal complaint of the school board, substantiated by conclusive evidence, the state board may suspend or revoke the teacher's certificate. State education agencies in other states shall be notified of the revocation of the certificate. (Sec. 391.350)

NEW HAMPSHIRE

Reference: *New Hampshire Revised Statutes Annotated.* Chapter 189, secs. 13, 14-a, and 14-b.

Coverage—State-wide; covers teachers holding professional certificates.

Probationary service—The statutory provisions do not refer to a probationary period. All teachers who have been employed for one or more years in the same school district must be notified in writing on or before March 15 in the event of non-re-employment; teachers with three or more years of employment in the same school district are entitled to a hearing if re-employment is not contemplated. All teachers dismissed during the school year are entitled to notice and a hearing (see below).

Tenure Provisions

Teachers with three or more years of service in the same school district who have been notified that they have not been renominated or re-elected may, within five days of such notice, request a hearing before the school board and reasons for failure to be renominated or re-elected. A hearing must be provided within 15 days, and the school board must issue its decision within 15 days of the close of the hearing. Within 10 days thereafter, the teacher may make a written request for a review by the state board of education. After notifying the local board, the state board must consider the matter and hold a hearing if either party so requests. The decision of the state board, due within 15 days of the filing of the request for review, is final and binding on both parties.

During the contract term, any teacher may be dismissed for immorality, incompetency, or failure to conform to prescribed rules. No teachers shall be dismissed before the contract expires without notification as to cause of dismissal, nor without having previously been granted a full and fair hearing.

NEW JERSEY

Reference: *New Jersey Statutes Annotated.* Secs. 18A:6-10 to 18A:6-28; 18A:27-10 to 18A:27-13; 18A:28-4 to 18A:28-15; and 18A:60-1–18:60-3.

Coverage—State-wide; covers properly certificated teachers, principals, assistant principals, vice-principals, superintendents, assistant superintendents, school nurses, and other employees who hold positions requiring a certificate, employed in the public school system and in educational institutions conducted under supervision of the state commissioner of education. Also included are professors, associate professors, assistant professors, instructors, supervisors, registrars, teachers, and other persons employed in a teaching capacity in a state college, county college, or industrial school.

Probationary service—Employment for three consecutive calendar years, unless a shorter period is fixed by the school board, or employment for three consecutive academic years, together with employment at the start of the next succeeding academic year, or employment for the equivalent of more than three academic years within a period of four academic years. An academic year is the period between the time school opens in a school district after the general summer vacation until the next succeeding summer vacation.

On or before April 30 of each year, a nontenure teaching staff member continuously employed by a board of education since the preceding September 30, must be given a written offer of a contract for the next school year or a written notice of termination of employment. Failure to do so continues the employment of the staff member for another year under the same terms and conditions but with such salary increases as may be required by law or school-board policies. A nontenure staff member who has been offered contract renewal must give written notice of acceptance by June 1 in order for the employment to continue. (The provisions of this paragraph do not apply to teaching staff employees of county colleges.)

A tenure employee or one eligible for tenure who is transferred or promoted with his consent to another position covered by tenure on and after July 1, 1962, must serve a probationary period of two consecutive calendar years in the new position, unless a shorter period is fixed by the board, or two academic years and be re-employed in the next succeeding academic year, or the equivalent of more than two academic years in any three consecutive academic years. If employment in the new position is terminated before tenure is obtained therein, the employee who has tenure in the district is entitled to be returned to his former position at the salary he would have received had the promotion or transfer not occurred, plus any increases to which he would have been entitled during the period of the transfer or promotion.

Tenure Provisions

After the probationary period, teachers serve during good behavior and efficiency.

The board may reduce the number of teaching positions because of a natural diminution of the number of pupils in the district or for reasons of economy, or change in the administration or supervisory organization of the district, or other good cause. Teachers dismissed under such circumstances may not be selected by reason of residence, age, sex, marriage, race, religion, or political affiliation. Seniority rights are to be observed, and those dismissed placed upon a preferred list in order of years of service for re-employment, but no hearing is required before dismissal for this cause. Tenure status is not to be affected by a change in the title of a position or a change in the organization of the district in which the teacher is employed or by service in the military.

If a school is discontinued or if one or more grades are by agreement sent to another school district, all tenure teachers or certified professional staff members affected at the time of the discontinuance or transfer shall be employed in the same or nearest equivalent position in the new district. The teacher may elect no later than three months prior to the school or grade discontinuance to remain in the employ of the former district in any position which his tenure and seniority entitles him. If a teacher chooses to be transferred to the new district, he will be entitled to all the benefits of tenure already acquired or have all of his prior employment in the sending district count in the new district.

Causes for dismissal or for reduction in salary – Inefficiency, incapacity, conduct unbecoming a teacher, or other just cause.

The following *notice of charges, hearing, and appeal* provisions apply to tenure teachers in state colleges, county colleges or industrial schools:

Any person may file charges against a teacher with the board of trustees of the college or school and such person must sign the charges. Before dismissal, the board is required to hold a hearing upon reasonable notice to the teacher charged. The teacher has the right to be represented by counsel, to testify, to subpoena witnesses and to cross-examine adverse witnesses. The decision of the board of trustees is appealable to the chancellor. Further appeal is to the board of higher education.

The following provisions for *notice of charges, hearing, appeal and suspension* apply to tenure teachers in the public school system and in educational institutions conducted under supervision of the state commissioner of education.

Notice of charges and hearing – Any person may file charges against a teacher with the board, and such person must sign the charges. The board, by majority vote of all of its members, may determine that the charges and the supporting evidence would be sufficient, if true in fact, to warrant dismissal or a reduction in salary. If the board determines that the charges are sufficient, it must forward the written charges to the commissioner of education together with a certification of its determination, and serve a copy of the written charges with its certification on the teacher. Before charge of inefficiency may be sent to the commissioner, the school board or the superintendent of schools must give the teacher at least 90 days' prior written notice within the current or preceding school year, specifying the nature and particulars of the inefficiency to give the teacher an opportunity to correct and overcome the inefficiency. If the board does not make a determination within 45 days after the receipt of charges, or within 45 days after the expiration of the time for correction of the inefficiency, the charges shall be deemed dismissed, and no proceedings or action shall be taken thereon.

After receipt of the charges and certification, the commissioner, or the person appointed to act for him, may dismiss the charges against the teacher on grounds that they are insufficient to warrant dismissal or reduction in salary. Otherwise, the commissioner or the person acting for him shall conduct a hearing within 60 days, upon reasonable notice to the parties, who may be represented by counsel, subpoena witnesses, testify and cross-examine adverse witnesses. The hearing shall be conducted under rules and regulations adopted by the commissioner and approved by the state board of education. The commissioner must render a decision within 60 days after the hearing.

Appeal – A determination of the commissioner may be appealed within 30 days to the state board of education.

Suspension – Upon certification of the charges to the commissioner, the school board may suspend the teacher with or without pay, but if the commissioner makes no determination of the charges within 120 calendar days after certification of the charges, excluding delays requested by the teacher, the full salary (except for the 120 days) shall be paid beginning with the 121st day until the determination is made. If the charges are dismissed, the teacher is entitled to immediate reinstatement with full pay from the first day of suspension. If the charges are dismissed but the suspension is continued pending an appeal, full pay shall continue until the appeal is decided. However, any salary received from substituted employment assumed during the period of suspension shall be deducted. If the charges against the teacher are sustained on the original hearing or on appeal therefrom and the teacher appeals, the suspension may be continued unless and until the determination is reversed, in which case the teacher shall be reinstated immediately with full pay as of the time of suspension.

Other provisions – A teacher must give 60 days' notice of resignation.

NEW MEXICO

Reference: *New Mexico Statutes 1953*. Secs. 77-8-8 to 77-8-17.

Coverage State-wide; covers all certificated public-school personnel except administrative personnel required to hold administrative certificates who spend more than one-half time in administrative duties; personnel who reach age 62 prior to the last day of the school year; personnel holding substandard certificates or those who do not meet professional qualifications required by governing boards; or to personnel filling positions of certified employees in military service.

Probationary service Three years and election for fourth year. The contract term of a probationary or tenure teacher is for one year, subject to notice of re-employment or termination as described below; contracts for a term not to exceed two years may be issued to administrators not eligible for coverage under the tenure provisions.

Probationary teachers dismissed during the term of their contracts have the same notice and hearing rights as tenure teachers dismissed during the school year.

Tenure Provisions

On or before the last day of school, the board must serve written notice of re-employment or dismissal on each certificated teacher. Failure to serve written notice means that the teacher has been re-employed for the ensuing year if the teacher serves a written acceptance of re-employment within 15 days from the end of the school year; re-employment is under the terms of the existing contract, but subject to any additional compensation allowed other teachers of like qualifications and experience.

If the teacher receives notice of re-employment, he must accept or reject in writing within 15 days. Re-employment ordered by a court must be accepted in writing within 15 days. Written contracts must be signed at least 10 days prior to the opening of school. The employment contracts must be on a form approved by the state board of education, and must include the term of service, salary, method of payment, and causes for termination.

Supervision and correction procedures The state board of education must prescribe procedures for local boards to follow for supervision and correction of tenure and nontenure teachers whose work is unsatisfactory before notice of discharge may be served. The local school board must keep written records of all actions to improve a teacher's unsatisfactory work performance and all improvements made. These written records shall be introduced at any hearing for the teacher conducted by the local school board.

Dismissal procedure at end of school year A school board may refuse to re-employ a tenure teacher. In this event, notice must be served on the teacher before the last day of the school year. The notice must specify a place and date of a hearing before the school board, not less than five nor more than 10 days from the date of the notice, at which the teacher may appear. The notice must be served on the teacher as provided by law for service of process in civil actions. The notice must contain causes for non-re-employment. These causes must be those set out in the employment contract or other good and just cause.

The state board of education must prescribe standards for hearing procedures which shall include testimony under oath, and right of parties to appear, to be represented by counsel, to present evidence and to cross-examine witnesses. Technical rules of evidence shall not apply. A transcript must be made of the entire hearing proceedings. The decision of the local school board must be based upon evidence presented and admitted at the hearing. The decision must be written and must include and be based on findings of fact and conclusions of law. A copy of the written decision must be served on the teacher within 10 days of the hearing date.

The teacher may appeal from an adverse decision to the state board within 10 days after receiving the decision. The state board, within 10 days of the filing of the appeal, must require the local board to

file copies of the transcript of the record and one copy is then furnished to the teacher. The state board is required to conduct a review proceeding within 60 days of the filing of the appeal notice, upon at least 30 days' written notice to the teacher and the local school board of the time and place. At the review proceeding, the state board must review all the procedures and regulations followed by the local board in conducting the hearing (a) to determine whether or not there was a substantial departure from the procedures and regulations prescribed by the state board which is prejudicial to the teacher and (b) to determine whether or not there was evidence in the transcript to substantiate the findings of the local board that there was cause to refuse to re-employ the teacher. The state board may consider new evidence not presented at the local board hearing upon adequate showing that the new evidence was then unknown or not available. A transcript must be made of all new evidence considered.

Within 10 days of the time the review proceeding was held, the state board must render its written decision affirming or reversing the local school board and serve a copy on the parties. The party aggrieved by the state board decision has the right to appeal within 30 days to the court of appeals.

Dismissal procedure during the school year—Any teacher (tenure or nontenure) may be dismissed during the school year for good and just cause only upon service of written charges with at least five days' and not more than 10 days' prior notice of the time and place of a hearing. All hearing and appeal procedures are the same as those outlined above for tenure teachers refused re-employment at the end of the school year.

As of the date of service upon the teacher of the local school board decision to discharge the teacher following the hearing, the payment of salary is terminated. If the state board reverses the discharge on appeal, the payment of salary shall be reinstated in full, less any amount received from another school board in the interim.

NEW YORK

Reference: *McKinney's Consolidated Laws of New York, Education Law.* Secs. 1102, 2509, 2573, 3011 to 3014, 3014-a, 3019-a, 3020-a.

Coverage—State-wide, except for certain rural districts. Provisions differ according to classes of school districts.

In nontenure areas under three trustees or a board of education, only a one-year teaching contract can be given. But if a teacher serves in the same district for three consecutive years immediately prior to the execution of the contract, the contract may be made for a period up to five years; in districts having a sole trustee, a teaching contract cannot be extended beyond the expiration date of the trustee's term of office.

School Districts Other Than City School Districts

With some exceptions as noted, provisions are the same for the following classes of school districts and boards: (a) union free school districts (over 4,500 enrollment and employing a superintendent), (b) school districts with eight or more teachers but not union free school districts, (c) county vocational education and extension boards, and (d) boards of cooperative educational services (BOCES).

Coverage—Teachers and all other members of the teaching staff. Principals, supervisors, and members of the supervisory staff, except those who held tenure status on October 1, 1971, are excluded from coverage. In BOCES, coverage extends to administrative assistants, supervisors, teachers, and all other members of the teaching and supervisory staff.

Uncovered persons—Principals, supervisors and all other members of the supervisory staff shall be appointed by the school board on recommendation of the school superintendent. Services of these persons may be discontinued at any time on recommendation of the superintendent by majority vote of the board. Employment contracts may be made for periods from one to five years, at the discretion of the board. Such contract may specify the grounds on which it may be terminated and the procedures to be followed if the contract is terminated before its expiration date.

Probationary service—Five years; applies to all teachers who were appointed to a probationary period after May 9, 1971. A probationary period not to exceed three years applies to teachers employed by county vocational education and extension boards; a probationary period not to exceed five years applies to teachers employed by BOCES.

A probationary teacher may be dismissed at any time on recommendation of the superintendent (the director in county vocational boards and the district superintendent in BOCES) by majority vote of the board. At the end of the probationary period, the superintendent in union school districts, the director in county vocational boards and the district superintendent in BOCES shall make written report to the board of education recommending for appointment on tenure those persons who have been found competent, efficient, and satisfactory. In school districts having eight or more teachers but which are not union free school districts, the principal of the district must furnish the district superintendent with a list of those probationary teachers found competent, efficient, and satisfactory, and from this list, the superintendent shall designate to the board those persons he recommends for tenure. In all cases, persons not to be recommended for tenure must be notified in writing 60 days prior to the end of the probationary period.

Procedures on dismissal or denial of tenure to probationary teachers—The school board shall review all recommendations for discontinuance of services of probationary teachers or denial of tenure appointment. At least 30 days prior to the board meeting at which such recommendation is to be considered, the probationary teacher affected is to be notified of the intended recommendation and the date of the

board meeting. The probationary teacher has 21 days prior to the meeting date to make a written request for a written statement of reasons for the recommendation which must be furnished within seven days thereafter. The teacher may file a written response to the statement not later than seven days prior to the date of the board meeting. The statute states that these provisions shall not be construed as modifying existing law respecting the rights of probationary teachers or the power and duties of the board with respect to discontinuance of services of teachers or appointment on tenure of teachers.

BOCES programs–When a board of cooperative educational services (BOCES) takes over a program formerly operated by a school district or districts or by a county vocational education and extension board, each teacher who had been employed in such program at the time of takeover shall be considered to be an employee of the BOCES with the same tenure status held in the former district or board. If the number of positions in the BOCES program is less than the number of teachers eligible to be considered employees by BOCES, those teachers with less seniority within the tenure area of the position shall be discontinued. Such teachers shall be placed on a preferred eligible list of candidates for appointment to a future vacancy in an office or position under the jurisdiction of BOCES similar to the one the teacher filled before the takeover. The right to reinstatement or appointment shall be in order of seniority; the right lasts for four years from the date the office or position was abolished.

Tenure Provisions

Teachers who have served the probationary period and who are accorded tenure, shall hold their respective positions during good behavior and efficient and competent service.

Causes of dismissal–Insubordination, immoral character, conduct unbecoming a teacher, inefficiency, incompetency, physical or mental disability, neglect of duty, or failure to maintain certification.

Notice, hearing, and appeal–All charges against a tenure teacher must be in writing and filed with the clerk of the district between the opening and the closing of the school year. No charges may be brought against a tenure teacher more than five years after the occurrence of the alleged incompetency or misconduct except where the misconduct charge constitutes a crime when committed.

Upon receipt of the charges the clerk must notify the board. Within five days the board, in executive session, by majority vote, must determine whether probable cause exists to bring charges against the teacher. If it decides in the affirmative, a written statement specifying the charges in detail and outlining rights under the statute must be forwarded immediately to the teacher. The teacher may be suspended pending the hearing. The teacher has five days to request a hearing. If the right to a hearing is waived, the board has 15 days to determine the case and fix the penalty or punishment. If the teacher does request a hearing, the clerk of the board shall, not later than the end of the five-day period allowed the teacher, notify the commissioner of education of the need for a hearing. The hearing, which is before a three-member panel, must be held within 20 days of the request.

Upon receipt of the request for a hearing, the commissioner of education shall schedule such, to be held in the local school district or county seat. The commissioner must then notify the teacher and the board of the time and place of the hearing and the procedures to be used in selecting the hearing panel. The commissioner must maintain a list of hearing panel members, composed of professional personnel both with and without administrative or supervisory responsibility, chief school administrators, members of employing boards, and others selected from lists of nominees submitted by state-wide organizations representing teachers, school administrators and supervisors, and employing boards.

The hearing must be held before three persons who are not residents or employed in the territory under the jurisdiction of the employing board; one member is chosen by the teacher, one by the board of education, and the third by the first two, but if they cannot agree, the commission chooses the third member. Each hearing shall be conducted by a hearing officer designated by the commissioner of education and may be public or private at the option of the teacher. The teacher must have an opportunity to testify in his own behalf and is entitled to counsel and has the right to subpoena and cross-examine

witnesses. All testimony must be under oath, and a transcript made of the proceedings, a copy of which must be furnished free of charge to the teacher upon request. Within five days of the conclusion of the hearing, the commissioner must forward a report of the hearing, including the findings and recommendations of the panel and their recommendations as to penalty, if warranted, to the teacher and the clerk of the employing board. Within 30 days of receiving the report, the board shall determine the case by majority vote and fix the penalty which may be a reprimand, a fine, suspension for a fixed time without pay, or dismissal. If the employee is acquitted, he must be restored to his position with full pay and the charges expunged from his record.

Appeal is to the commissioner of education or by certiorari to the court. If the latter appeal is taken, the decision of the board is deemed final for the purpose of the proceeding.

Other provisions—In all school districts, notwithstanding any other provision of the law, no period in any school year for which there is no required service and/or for which no compensation is provided shall in any event constitute a break in or suspension of the probationary period or the continuity of tenure rights of any of the persons covered.

Teachers wishing to terminate services are required to give 30 days' written notice prior to the termination date.

City School Districts

Provisions vary slightly depending on the size of the city.

Coverage—Teachers and all other members of the teaching staff. Principals, supervisors, and members of the supervisory staff, except those who held tenure status on October 1, 1971, are excluded from coverage.

Uncovered persons—Same as the provisions described above.

Probationary service—Five years. This length of service applies to all teachers who were appointed on probation after May 9, 1971. If the teacher has been a substitute for three years, only a two-year probationary period is required. The services of a probationary teacher may be discontinued at any time on recommendation of the superintendent by majority vote of the school board. A teacher who is not recommended for tenure must be notified in writing 60 days prior to the expiration of the probationary period. In cities of over 400,000, persons with licenses obtained as a result of examinations announced after May 22, 1969, appointed upon conditions that all announced requirements for the position be fulfilled within a specified period of time, shall not acquire tenure unless and until such requirements have been completed within the time specified notwithstanding the end of the probationary period.

In cities of less than 400,000, the superintendent makes his recommendation for tenure at the end of the probationary period or within six months prior thereto. The board, by majority vote, may then appoint on tenure.

In cities of over 400,000, the superintendent recommends tenure, and the board issues to such persons permanent certificates of appointment.

Procedures on dismissal or denial of tenure to probationary teachers—Provisions are the same as those described above except that they do *not* apply to cities having a population of one million or more.

Tenure Provisions

Teachers who have served the probationary period and who are accorded tenure, shall hold their positions during good behavior and efficient and competent service.

Causes of dismissal—Insubordination, immoral character, conduct unbecoming a teacher, inefficiency, incompetency, physical or mental disability, neglect of duty, or failure to maintain certification. In cities

of over 125,000, no charges may be brought against a tenure teacher more than three years after the occurrence of the alleged incompetency or misconduct, except when the misconduct charge constitutes a crime when committed.

Notice, hearing, and appeal—The notice and hearing requirements are identical to those set out above, except for cities with a population of one million or over (New York City).

In cities having a population over one million, the procedures are as follows: The board may appoint a trial examiner to conduct the hearing. The report of the trial examiner is subject to final action of the board, each member voting after having reviewed the testimony and having acquainted himself with the evidence. Testimony must be given under oath, and witnesses may be subpoenaed. The penalty which the board shall impose is required to be by majority vote, and it may be reprimand, fine, suspension for a fixed time without pay, or dismissal. Appeal is to the commissioner or by certiorari to the court.

No tenure teacher or other nonsupervisory employee with tenure may be suspended more than 90 days pending a hearing and determination of the charges, and the imposition of penalty or punishment. A teacher who is acquitted is restored with full pay for the period of suspension.

Other provisions applicable to city school districts—Same as those described above under this heading.

NORTH CAROLINA

Reference: *General Statutes of North Carolina.* Sec. 115-142.

The law described below is entitled the Fair Employment and Dismissal Act. It was enacted in 1971 and became effective July 1, 1972.

Coverage—State-wide; covers teachers and administrators. Excludes substitutes, temporary teachers, superintendents, and associate and assistant superintendents. As defined in the law, the term *teacher* means any person who holds at least a "Class A certificate" or any other regular vocational or rehabilitation teaching certificate issued by the state department of public instruction. The term *administrator* is defined to include any teacher the majority of whose time is devoted to service as a supervisor, principal, or director of a department or the equivalent, except a superintendent, or associate or assistant superintendent.

Note: A county or city school board may employ an associate superintendent and assistant superintendent for a term of one to four years under a written contract, except that the term may not exceed the expiration date of the superintendent's contract. However, if the remaining time of the superintendent's contract is less than one year, the assistant or associate superintendent shall be given a contract through the next school year. The assistant or associate superintendent may not be dismissed during his contract term except for misconduct, the nature of which indicates unfitness to continue in the position, incompetence, neglect of duty, or failure or refusal to carry out assigned duties. The dismissal must follow the procedures in Section 115-142(h) described below which are applicable to dismissal of teachers and principals. (Sec. 115-44.)

Probationary service—Three consecutive years of service in the same school system and employment for the next succeeding school year by majority vote of the school board is required to achieve status as a career (tenure) teacher. If the board fails to vote but re-employs the teacher for the next successive year, career status is obtained automatically. If the majority of the board votes against re-employment, the teacher remains a probationary teacher whose rights are set forth in Section 115-142(m)(2).[1] That section provides that the board on recommendation of the superintendent may refuse to renew the contract of any probationary teacher or to re-employ any teacher who is not under contract for any cause it deems sufficient as long as the cause is not arbitrary, capricious, discriminatory, or for personal or political reasons.

The probationary period is two years when a career teacher is employed in another system, with the employing board of the new system having the option of waiving probation and conferring career status immediately.

Any teacher employed by a school system on July 1, 1972, the effective date of the Act, who taught in that system for the past four consecutive years and whose contract is renewed for 1973-74, or any teacher with five consecutive years of teaching in the state who is re-employed for a second consecutive year in the same system after July 1, 1973, automatically becomes a career teacher.

A probationary teacher may not be dismissed during the school year except for the same reasons and under the same procedures that apply to dismissal of a career teacher.

Tenure Provisions

A career (tenure) teacher is not subject to the requirement of annual appointment and cannot be dismissed, demoted, or employed part-time without his consent, except as provided for under the law.

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[1] A release on the Act prepared by the State Department of Public Instruction notes that this provision is somewhat ambiguous, and states that in line with the provisions of Section 115-142(m)(2) a logical interpretation of the Act is that if the teacher is not re-employed after three consecutive years of service in a school system that ends the matter.

A career teacher who has served as an administrator in a particular position for three successive years in the same system cannot be transferred to a lower paying administrative or nonadministrative position without his consent except for the reasons for which a career teacher may be dismissed or demoted and in accordance with the procedures that apply when a career teacher is dismissed.

A record of complaints against, commendations of, or written suggestions for corrections and improvements made to each teacher (career or probationary) by the administration is to be kept on file in the office of the superintendent. The complaints, commendations, and suggestions shall be signed by the persons making them and shall be placed in each teacher's personnel file only after reasonable notice to the teacher; any denial or explanation relating to such complaint, commendation, or suggestion which the teacher desires to make shall be placed in the file. The personnel file shall be open to inspection by the teacher at all reasonable times. Other persons may see the file only in accordance with the board rules and regulations.

Causes for dismissal or demotion—Inadequate performance, immorality, insubordination, neglect of duty, physical or mental incapacity, habitual or excessive use of alcoholic beverages or narcotic drugs, conviction of a felony or a crime involving moral turpitude, advocating the overthrow of the Government of the United States or the state of North Carolina by force, violence, or other unlawful means, failure to fulfill the duties and responsibilities imposed on teachers by statutes of the state, failure to comply with reasonable requirements of the school board, and any cause which constitutes grounds for revocation of the teaching certificate.

In determing whether the professional performance of a career teacher is adequate, consideration shall be given to regular and special evaluation reports prepared pursuant to the published policy of the employing school board and to any published standards of performance such board has adopted. Failure to notify a career teacher of an inadequacy in performance shall be conclusive evidence of satisfactory performance.

Any dismissal on the grounds enumerated, except when based on conviction of a felony or crime involving moral turpitude, may not be based on any conduct or action which occurred more than three years before the teacher receives written notice of the intention of the superintendent to recommend dismissal.

Dismissal is also authorized when there is a justifiable decrease in positions because of district reorganization or decreased enrollment. When a career teacher is dismissed for these reasons, his name is to be placed on a list of available teachers. Those career teachers whose names are on the list shall have priority on all positions opening up for which they are qualified for three successive years following dismissal.

Suspension—A local school board may by resolution suspend a teacher (career or probationary) without notice or hearing when it has reason to believe that there is cause to dismiss the teacher for immorality, insubordination, neglect of duty, physical or mental incapacity, habitual or excessive use of alcoholic beverages or narcotic drugs, conviction of a felony or crime involving moral turpitude, or advocating the overthrow of the government by unlawful means and when it believes that immediate suspension is in the best interest of the school system. Within five days after the suspension becomes effective, the statutory dismissal procedures must be started. If it is ultimately determined that there are no grounds for dismissal, the suspended teacher shall be reinstated immediately with back pay.

Professional Review Committee—The law provides for a Professional Review Committee of 121 citizens, 11 from each of the state's congressional districts, five lay persons, and six persons broadly representative of the teaching profession who have been actively and continuously engaged in teaching, supervision, or administration of schools in the state for five years preceding their appointment by the state school superintendent with the advice and consent of the state board of education. Appointment of members is on a staggered basis for a term of three years. Committee members are compensated while serving as members of a hearing panel.

A teacher who is notified by the school superintendent that he intends to recommend to the school board that the teacher be dismissed or demoted may request a review of the proposed recommendation by a five-member panel of the Professional Review Committee. The teacher and the superintendent each have the right to designate not more than 40 members of the committee as unacceptable and no such member shall be appointed to the panel. Failure to designate unacceptability constitutes a waiver of the right. The five panel members (at least two of whom shall be lay persons) are designated by the state school superintendent. None of the five panel members shall be employed in or reside in the county in which the request for review is made. The teacher or the principal who asks for the review shall have the right to require that at least two panel members shall be members of his professional peer group.

Notice, hearing, and appeal—The employing school board may dismiss or demote a career teacher only upon the recommendation of the school superintendent of the system. At least 20 days before the superintendent makes the recommendation to the board, he must give the career teacher written notice by certified mail of his intention to make such recommendation and set forth in writing the grounds upon which he believes the dismissal is justified. The notice must include a statement that the teacher has 15 days from receipt to request a review of the superintendent's proposed recommendation before a five-member panel of the Professional Review Committee, a current list of the Committee members, and a copy of the law. If the teacher does not request a review within the 15 days, the superintendent may file his recommendation with the board, and the board may dismiss the teacher if it sees fit to do so. If the teacher requests a panel review, the superintendent cannot file his recommendation for dismissal with the board until he receives the report of the panel.

Five-member panel review—Within five days after receiving the teacher's request for a review by the panel, the local school superintendent must notify the state school superintendent who then has 10 days to designate the five-member panel whose function it is to determine whether in its opinion the grounds for the superintendent's proposed recommendation to dismiss or demote are true and substantiated.

As soon as possible after its designation, the review panel must elect a chairman and conduct an investigation. The review paael is empowered to subpoena and swear witnesses and require them to give testimony and to produce books and papers relevant to its investigation. The career teacher and the superintendent each has the right to meet with the panel accompanied by counsel or other person of his choice, to present evidence and arguments he considers pertinent to the considerations of the panel, and to cross-examine witnesses. The panel must complete its investigation and must prepare and file its written report with the local superintendent within 30 days of its designation unless it finds that justice requires that more time be spent on the investigation and preparation of the report and so notifies the teacher and the superintendent. In this event, the extension may not exceed 60 days.

Within 30 days of receiving the panel's report, the local superintendent can either drop the charges against the teacher or submit his written recommendation for the teacher's dismissal to the board, attaching a statement of the grounds and a copy of the panel's report.

School-board procedures—Within 10 days after receiving the superintendent's recommendation and before taking any formal action on it, the board must notify the teacher by certified mail and furnish him with copies of the recommendation and the panel's report.

The teacher has 10 days from the receipt of this notice to notify the board of his unwillingness to abide by the superintendent's recommendation. If the teacher does not do so, the board, if it sees fit, may dismiss the teacher. If the teacher gives notice that he is unwilling to abide by the superintendent's recommendation, the board must set a time and place for a hearing, and give the teacher at least 10 days' advance notice.

The hearing is private unless the teacher or the superintendent requests a public hearing. The hearing is to be conducted under reasonable rules and regulations adopted by the local school board consistent with this law, or if no local rules were adopted, under the reasonable rules and regulations adopted by the state board of education to govern such hearings. At the hearing, the teacher has the right to appear and

be heard, to be represented by counsel, and to present through witnesses, any competent testimony relevant to whether there are grounds for dismissal or demotion or whether the statutory procedures have been followed.

If the panel has found that the grounds for the superintendent's recommendation are true and substantiated, the hearing before the board may be informal. At such hearing the board is to consider the superintendent's recommendation, the panel report, including any minority report, and the evidence presented by the teacher. If the board concludes that the grounds for the recommendation are true and substantiated, the board, if it sees fit, may dismiss the teacher.

A more formal hearing is required if the panel does not find that the grounds for the superintendent's recommendation are true and substantiated. The school board must determine if the grounds are true and substantiated based on competent evidence adduced at this formal hearing by witnesses, who must testify under oath or affirmation. The hearing procedure must permit and secure a full, fair, and orderly hearing and permit the receiving of all relevant, competent evidence. The panel report shall be deemed competent evidence. A full record must be kept of all evidence taken or offered at the hearing. The counsel for the school system and the teacher or his counsel have the right to cross-examine witnesses. The teacher and the superintendent each may request the board to subpoena witnesses. These witnesses are entitled to receive the same mileage and per diem as witnesses called in civil cases in the state, but the school board need not pay witness fees for more than 10 witnesses subpoenaed by the teacher. The board must render its decision only on the basis of the evidence submitted at this formal hearing. The findings and decision of the board must be in writing, and a copy must be served on the teacher. A record of the proceedings must be made available to the teacher without charge for use on appeal to the superior court.

A teacher who is dismissed after an informal or formal hearing has the right to appeal the board's decision to the superior court for the judicial district where he is employed. The appeal must be filed within 30 days of his being notified of the board's decision. The board must pay the cost of preparing the transcript.

Other provision—No teacher may resign without the consent of the board except upon 45 days' notice. However, giving notice of resignation within 45 days preceding the start of the school year shall constitute grounds for revocation of a teacher's certificate for the remainder of that calendar or school year in the discretion of the state board of education.

NORTH DAKOTA

Reference: *North Dakota Century Code*, Secs. 15-47-26, 15-47-27, 15-47-38.

Coverage—State-wide; covers teachers, principals, and superintendents in all classes of school districts, and all persons employed in teaching in any state institution except institutions of higher learning.

Probationary service—No mention.

Tenure Provisions

A school board must notify teachers in writing not earlier than February 15 nor later than April 15 of its determination not to renew the contract for the next school year, if such determination has been made; failure of the board to give such written notice within these time limits constitutes an offer to renew the contract under the same terms and conditions as the contract for the current year.

On or before April 15 but not earlier than February 15, all teachers must be notified of a date, which shall be not less than 30 days from the date of the notice, upon which the teacher must accept or reject proferred re-employment; failure of the teacher to accept the offer within the allowable time is deemed a rejection. Any teacher who has accepted the offer of re-employment either by action or by inaction of the board on or before April 15, is entitled to the usual written contract for the next year and shall notify the board in writing of the acceptance or rejection on or before the date specified or May 15, whichever is earlier. Failure of the teacher to give this notice relieves the board of the continuing contract provisions.

Notice and hearing—A school board contemplating discharging the teacher during the term of the existing contract or contemplating nonrenewal of the contract must notify the teacher of such fact at least 10 days prior to the date of discharge or the final date to renew the contract.

The teacher must be informed in writing of his rights to request and appear at a meeting before the school board to be held prior to its final decision to discharge him or not renew his contract. Unless the teacher and the board agree to admit others, the meeting shall be private. The teacher may be represented at the meeting by a person of his own choosing. At the teacher's request, the board shall grant a continuance of the meeting of not more than seven days unless good cause otherwise is shown. The board must explain and discuss in the meeting its reasons for the contemplated decision to discharge the teacher or to refuse to renew the teaching contract of the teacher.

No liability for libel or slander attaches for any oral or written statement made during any private sessions of such school board meeting.

OHIO

Reference: *Page's Ohio Revised Code Annotated 1953.* Secs. 3319.07 to 3319.18.

Coverage—State-wide; covers teachers, principals, supervisors, superintendents, and other educational personnel for which the state board of education requires certification.

Probationary service—Provision is made for tenure and for limited contracts, the latter for not more than five years. A teacher is eligible for tenure (called continuing contract status) if he has served at least three years out of last five years, and is recommended by the superintendent; or after two years in one district following permanent tenure elsewhere, but in this instance, if the school superintendent so recommends, the board may grant the teacher tenure at the start of employment in the new district or at any time within the two years.

At the end of the probationary period the superintendent may recommend a two-year limited contract unless the teacher served on permanent tenure elsewhere, provided the teacher receives written notice of the superintendent's recommendation with reasons directed at professional improvement and also written notice of the board's action on the recommendation by April 30, but upon subsequent re-employment only a continuing contract may be entered into. If the board does not give the teacher written notice by April 30 of its action on the superintendent's recommendation for a limited contract not to exceed two years, the teacher is deemed re-employed under a continuing contract. Acceptance of the continuing contract is presumed unless the teacher notifies the board in writing to the contrary by June 1.

A teacher eligible for continuing contract status, but who is employed under an additional two-year limited contract, is entitled to continuing contract status at the end of this period, unless the board, acting on the superintendent's recommendation, notifies the teacher in writing of non-re-employment by April 30.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is deemed re-employed at the expiration of his contract term, unless the board, on recommendation of the superintendent, gives him written notice of non-re-employment by April 30. The teacher must notify the board by June 1 of acceptance of employment. Failure of the parties to execute a written contract does not void the automatic re-employment of the teacher.

Failure of the superintendent to make a recommendation, or failure of the board to give the teacher written notice shall not prejudice or prevent the teacher from being employed under either a continuing or limited contract, as the case may be.

Dismissal of probationary teachers during school year—Causes for dismissal during the contract term and notice and hearing provisions are the same as those applicable to tenure teachers.

School superintendents—By court decision, continuing contract status does not apply to the positions of superintendent or assistant superintendent. The statute provides that school superintendents may be employed for a term not to exceed five years, beginning August 1 and ending July 31. At the expiration of his current term, the superintendent is deemed re-employed for another year unless the board before March 1 of the year that his contract expires either re-employs him for a succeeding term or notifies him of its intention not to re-employ him. If the superintendent is employed on a continuing contract, the board may state by resolution that he continue as a superintendent for a term not to exceed five years, and during such term, he may not be transferred to any other position. (Secs. 3319.01 and 3319.02.)

Tenure Provisions

Except by mutual agreement a teacher employed under contract in an administrative or supervisory position may not be transferred to a position of lesser responsibility during the life of his contract. No contract or supplemental contract for the employment of a teacher may be terminated or suspended by the board of education except for legally specified reasons and pursuant to the statutory notice and hear-

ing provisions, and the salaries and compensations prescribed by the contracts may not be reduced unless part of a uniform plan affecting the entire district.

If decreased enrollment, suspension of schools, return to duty of regular teachers after leave of absence, or territorial changes necessitate a reduction in the number of teachers, seniority rights are to be observed, and dismissed teachers have the right to restoration in order of seniority.

If schools are transferred to another district, or if a new district is created, tenure teachers have the same rights in the new district. In the event of reduction of teachers in the new district, the teaching service rendered in the previous school district prior to the transfer or merger to create the new district must be included as part of the teacher's seniority.

Causes for dismissal—Gross inefficiency, immorality, willful and persistent violations of reasonable regulations of the board, or other good and just cause.

Teachers placed on involuntary leave of absence because of illness or mental disability may have a hearing under the procedures outlined below.

Notice, hearing and appeal—Before terminating the contract of a teacher, the board must give written notice of its intention to consider termination with full specification of grounds. The teacher must request a hearing within 10 days, before either the school board or a *referee*. The school board also has the right to have the hearing before a referee. The hearing must be set within 30 days after the request with at least 20 days' notice of the date of the hearing given.

If a referee is demanded by either the teacher or the school board, the clerk of the school board must also give 20 days' notice to the state superintendent of public instruction. Upon receipt of the notice, the state superintendent must immediately designate three persons, one of whom is to be chosen as the referee, and immediately notify the designees, the teacher, and the school board. The names of the designees come from a list of resident electors the state superintendent is required to solicit annually from the state bar association. If within five days of receiving the names of the three designees, the teacher and the board are unable to select a mutually agreeable designee to serve as referee, the state superintendent shall appoint one of the three designees to be the referee. The appointment of the referee must be entered in the school-board minutes. The referee is to be paid his usual and customary fee for attending the hearing out of the school district general fund upon vouchers approved by the state superintendent. No referee may be a member of, an employee of, or a teacher employed by the school board, or related to any such person by blood or marriage. No person may be appointed to hear more than two contract termination cases in any school year.

No hearing may be held during the summer without the teacher's consent. Hearings are private unless a public hearing is requested by the teacher. If the hearing is before the school board, it must be conducted by a majority of the board. Whether before the school board or before a referee, the hearing must be confined to the grounds given for termination. A stenographic record is to be kept by the board and a copy furnished the teacher. At the hearing, the teacher and the board may be represented by counsel; witnesses must testify under oath; any member of the board or the referee may administer oaths; either party or his counsel may cross-examine witnesses and have witnesses subpoenaed.

Where the hearing is before a referee, the referee must file his report within 10 days of the conclusion of the hearing. Upon consideration of the report, the school board by majority vote may accept or reject the referee's recommendation on termination of the teacher's contract. Where the hearing is before the school board, the board by majority vote may enter its determination upon the minutes. Any order of termination must state the grounds therefor. If the board decides not to dismiss the teacher, the charges and record of the hearing shall be physically expunged from the minutes of the board. Appeal by the teacher is to the court in an original action and must be taken within 30 days.

Suspension—If the teacher was suspended pending the hearing and then acquitted, and if he suffered any loss of salary because of the suspension, he is entitled to be paid his full salary for the period of the suspension.

Other provisions No resignations are permitted after July 10 or during the school year, without the consent of the school board. At other times five days' written notice must be given. If the employing board complains to the state board regarding an unauthorized resignation, and the state board investigates and agrees, the teacher's certificate may be suspended for not more than a year.

OKLAHOMA

Reference: *Oklahoma Statutes Annotated.* Title 70, secs. 6-101, 6-103, 6-122.

Coverage State-wide; covers teachers.

As defined in Sec. 1-116, the term *teacher* means any properly certificated person who is employed to serve as a district or county superintendent, principal, supervisor, counselor, librarian, or school nurse, or in any other instructional, supervisory or administrative capacity.

Probationary period The statutory provisions do not refer to a probationary period. However, teachers who have served three years have hearing rights before nonrenewal of contract is effective (see below). School boards are authorized to enter into written contracts with teachers for the ensuing school year. If prior to April 10, the board has not entered into a written contract with a regularly employed teacher, or notified him in writing of non-re-employment for the next year, and if by April 25, the teacher has not notified the board of his desire not to be re-employed in the school district for the next year, the teacher shall be considered as employed on a continuing contract basis on the same salary schedule used for other teachers in the school district for the ensuing fiscal year. The employment and continuing contract shall be binding on the teacher and on the school district.

All teachers have hearing rights in event of dismissal during the school year in accord with the procedures described below.

Tenure Provisions

Failure to renew the contract of a teacher who has served for three years is not effective, and the contract shall be renewed unless prior to April 10 the teacher is served by mail with a written statement of nonrenewal, including the cause of such action. Causes for nonrenewal are the same as the causes enumerated below for dismissal.

Hearing and appeal procedures on nonrenewal of contract The teacher must be afforded an opportunity for a hearing before the board, which must be set within 20 days after the board receives the request therefor. At the hearing, the teacher has the right to confront his or her accusers, the right to cross-examine and offer any evidence to refute the statements, and the right to a reconsideration of any action theretofore made by the board.

Before the final decision, the teacher may appeal the board action to the Professional Practices Commission which must allow the teacher a hearing. After a review of the facts the Commission must report its recommendation to the state board of education. Upon request, the teacher is then entitled to a hearing before the state board, which must set a hearing date within 10 days and notify the teacher of the time and place. At the hearing, both the local board and the teacher shall be advised of the Commission's action and shall be allowed to be heard. The hearing may be private if agreed on by all parties concerned.

After a review, the state board shall issue a decision either upholding the local board or issuing a finding that the dismissal was without sufficient cause and without fault on the teacher's part. The state board decision is final. Its finding that the teacher was dismissed without sufficient cause automatically extends the teacher's contract for one year, during which period the local school board and the teacher shall negotiate in an effort to resolve their differences prior to April 10 of the succeeding year.

Causes for dismissal during school year Any teacher may be dismissed at any time for immorality, willful neglect of duty, cruelty, incompetency, teaching disloyalty to the American Constitutional system of government, or any reason involving moral turpitude.

Notice, hearing, and appeal Before any teacher may be dismissed, written notice of the proposed dismissal must be given him by the board in independent school districts or by the superintendent in

dependent school districts. The notice must contain a statement of charges upon which a hearing is sought and by whom brought. The teacher must be notified of the date of the hearing which may not be less than 10 days from the date of the notice. The teacher is entitled to be present and to be represented by counsel. In a dependent school district the hearing is before the county superintendent and the employing board of education. Hearings are held before the board of education in independent school districts. In all cases a majority vote of the board is required to sustain the charges against the teacher, and in dependent school districts, the superintendent must concur. In cases involving incompetency or neglect of duty the decision arrived at at the hearing is final; in cases involving moral turpitude an appeal may be taken to the district court of the county.

OREGON

In Oregon, fair dismissal (tenure) provisions are not state-wide in scope. The extent of coverage is described below. In areas not covered by the fair dismissal law, contract provisions are as follows:

In uncovered areas with an average daily membership in excess of 800 pupils, but not over 4,500, contracts of teachers and administrators who have been employed in the school district for three successive years shall be renewed by March 15 for another three-year period if the board decides to rehire them. Each further renewal shall be for three years, but shorter periods are allowed if requested by the teacher or administrator. If a school district under this section merges with or annexes one or more school districts and new enlarged district does not come under the fair dismissal provisions, teachers and administrators retain their contracts under the same conditions and teachers and administrators who did not come under this section previously may count two years of their previous service toward the three-year service requirement. Should the board fail to give notice of renewal or nonrenewal of the contract by March 15 preceding the expiration of the contract term, the teacher or administrator is deemed re-elected for the following school year at a salary no lower than that of the previous year. The board must be notified by the teacher or administrator in writing by April 1 of acceptance or rejection of the position. An action in mandamus may be brought to compel the board to issue a one-year contract for the following year. If the board gives notice of nonrenewal of the contract, the reason for the nonrenewal must be furnished to the teacher on request. (*Oregon Revised Statutes.* Secs. 342.505, 352.508, and 352.513.)

In uncovered areas with average daily membership under 800, school boards must give to all teachers and administrators by March 15 written notice of election or dismissal for the following school year. Reasons for nonrenewal must be furnished on request. The board must be notified in writing by April 1, of acceptance or rejection of the position. Failure of the board to give notification of nonrenewal is deemed to be re-election. An action in mandamus may be brought to compel the board to issue a contract for the following year. (Sec. 342.513.)

Grounds for dismissal during the contract term in uncovered areas are the same as under the fair dismissal law described below. A school district wishing to dismiss a teacher or administrator during the contract term must give the employee written notice of theccharges and an opportunity to be heard in his own defense in person or by an attorney. However, for a breach of a contract of teaching, the teacher or the school district have their ordinary legal remedies. (Sec. 342.530.)

See provisions below on evaluation and on resignation in violation of contract.

The following is a summary of the *Fair Dismissal Law.* (Note: A 1971 amendment replaced the term *tenure* throughout the statute with the term *fair dismissal.)*

Reference: *Oregon Revised Statutes.* Secs. 342.805 to 342.955; 342.553.

Coverage—Teachers, supervisors, principals, vice-principals, and directors of departments in districts with average daily membership exceeding 4,500 (known as fair dismissal districts); in districts where tenure was in effect on August 24, 1965; and in any district following the date on which it is merged into or consolidated with a fair dismissal district. Superintendents, deputy superintendents, assistant superintendents, and substitute and temporary teachers are excluded from coverage.

Probationary service—Three successive years in a fair dismissal district (whether or not the district was such during such probationary period) and re-election for a fourth year. Probationary teachers may be dismissed or removed at any time for any cause deemed in good faith sufficient by the board, but the probationary teacher, at his request, is entitled to meet informally with the board to discuss the cause for dismissal. The board may, for any cause it may deem in good faith sufficient, refuse to renew the contract of any probationary teacher. The teacher is entitled to notice of the intended board action by March 15.

Evaluation provisions—In every common and union high school district having an average daily membership of more than 500 pupils, the district superintendent shall cause to have made at least annually an evaluation of the performance of each teacher employed by the district. The purpose of the evaluation is to measure the teacher's development and growth in the teaching profession. The evaluation form is to be prescribed by the state board of education and completed pursuant to rules adopted by the district school board. The evaluator must hold a teaching certificate. Both the school official who supervises the teacher and the teacher must sign the evaluation, and a copy of the evaluation must be delivered to the teacher. The annual evaluation report shall be placed in the teacher's personnel file only after reasonable notice to the teacher. The teacher has the right to place in the personnel file any explanation relating to the evaluation he desires to make. The personnel file shall be open to inspection by the teacher, but shall be open only to such other persons as are officially designated by the board or by the teacher in accordance with rules and regulations adopted by the board.

Fair Dismissal (Tenure) Provisions

At the end of the probationary period, and re-election for the next school year, the teacher becomes permanent. A permanent teacher is not subject to the requirement of annual appointment; he cannot be dismissed or employed on a part-time basis without his consent, except as provided for under the fair dismissal (tenure) law. A permanent teacher who serves as an administrator in a particular position for three successive years in a fair dismissal (tenure) district cannot be transferred to a lower paying position as an administrator without his consent, except for reasons for which a permanent teacher may be dismissed and in accord with the statutory dismissal procedure.

A teacher may be retired on July 1 next following attainment of age 65, but on written recommendation of the district superintendent that continued service of the teacher beyond that age is in the public interest, and upon the board's approval, the teacher may be continued in service for successive periods of one year each.

Causes for dismissal—Inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of felony or a crime involving moral turpitude, inadequate performance, failure to comply with reasonable requirements of the board to show normal improvement and evidence of professional training and growth, or any cause which constitutes grounds for revocation of the teaching certificate.

In determining whether the performance of a permanent teacher is adequate, consideration shall be given to regular and special evaluation reports prepared in accordance with the policies of the employing school district and to any written standards of performance the employing board has adopted.

Suspension—The district superintendent may suspend a permanent teacher without prior notice on grounds of immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or a crime involving moral turpitude, and when the district superintendent is of the opinion that immediate suspension of the permanent teacher is in the best interest of education in the district. The teacher's salary shall continue during the first five days of the suspension period. Procedures must be started to dismiss the teacher within five days after the suspension becomes effective pursuant to the provisions in the fair dismissal law or else the teacher must be reinstated.

If dismissal proceedings are instituted and subsequently the teacher is ordered reinstated, the teacher shall receive salary for the uncompensated period of suspension.

Notice, hearing, and appeal—The district superintendent must recommend the teacher's dismissal to the school board before the board can act. Before making his recommendation, the superintendent must give the teacher at least 20 days' written notice by certified mail of his intention to recommend dismissal together with the statutory grounds upon which he believes the dismissal is justified and a plain and concise statement of the facts relied upon to support the statutory grounds for dismissal, and a copy of the fair dismissal law. If the grounds for dismissal are inefficiency, insubordination, neglect of duty,

inadequate performance, or failure to comply with reasonable requirements of the board to show improvement, the evidence shall be limited to those allegations supported by statements in the teacher's personnel file on the date of the notice of intention to recommend dismissal, maintained in accord with the statutory requirements relating to evaluation of teaching performance.

The district superintendent must also send a copy of the notice of his intended recommendation of dismissal to the district school board and to the Fair Dismissal Appeal Board.

Immediately after receipt of the notice, the teacher, the superintendent, or the district school board are entitled to request advisory assistance to resolve the issues from a three-member panel of the Professional Review Committee by giving notice to the state superintendent of public instruction who must immediately designate the panel. If a request for such advisory assistance is made, the district superintendent must supply the panel with a copy of the notice sent to the teacher. The Professional Review Committee consists of 33 citizens of recognized scholarship and professional standing who have been actively and continuously engaged in teaching or supervision in the schools in Oregon for five years preceding their appointment on the committee. The members are appointed by the state school superintendent with the advice and consent of the state board of education, and serve three-year terms. The employing school board is required to pay reasonable expenses incurred by the three-member panel including salaries of substitute teachers to take over their school duties up to a total of 20 days.

The action of the district superintendent takes effect on the 20th day after the permanent teacher has been given notice by the district superintendent, if the school board approves the action. Notice of the board's action must be given the teacher by certified mail.

If the school board dismisses the teacher, the teacher has the right to appeal the decision and to secure a formal hearing before the Fair Dismissal Appeal Board. Notice of appeal with a brief statement of reasons for the appeal must be filed within five days after receipt of the notice of the school board's decision.

The Fair Dismissal Appeal Board—The Fair Dismissal Appeal Board is the hearing tribunal. It consists of four members appointed by the governor, subject to Senate confirmation. Its make-up is an administrator in a common or union high school district, a permanent teacher, a board member of a common or union high school district, and one person who is not affiliated with any common or union high school district. The members of this appeal board serve four-year staggered terms but at the pleasure of the governor. The members are eligible for reappointment. The board selects one of its members as chairman and one as vice-chairman. A majority of the members of the board constitutes a quorum for the transaction of business. Board members are entitled to $20 for each day they perform board duties and necessary travel as authorized by state law. The compensation and expenses are paid by the district school board from which the appeal is taken.

Procedures before the Fair Dismissal Appeal Board—As soon as possible after a permanent teacher files an appeal from the dismissal decision of the local school board, the Fair Dismissal Appeal Board must set a time for a formal hearing.

The appeal is heard by a panel of three members. It must include the teacher member, if the appeal is by a permanent teacher in a teaching position; if the permanent teacher holds an administrative position, the administrative member of the board sits in place of the teacher member. The attorney general must assign an assistant attorney general to advise the appeal board, to be present at the formal board hearing, and at the appeal board's request, to perform those tasks that normally require legal training. The state department of education, at its expense, must furnish the appeal board appropriate professional and other special assistance reasonably required to conduct the hearing.

The appeal board is empowered on behalf of the permanent teacher, the district school board, and the district superintendent, to subpoena and swear witnesses, and to require them to give testimony and produce books and papers relevant to its hearing. The hearing is to be conducted in accordance with rules and regulations adopted by the appeal board pursuant to Chapter 183 of the Oregon Statutes. The hearing is private unless the permanent teacher requests a public hearing. The teacher has the right

to be present and be heard and to present through witnesses any competent testimony relevant to whether the facts relied upon to support the recommendation of the local school superintendent are true and substantiated and whether those facts justify the statutory grounds cited as reason for the dismissal and whether the procedures required by law have been followed.

Upon completion of the hearing, the appeal board must prepare a written report and send it to the teacher, the district superintendent, the district school board, and the state school superintendent. The report is to contain the appeal board's finding as to whether or not the facts relied on to support the superintendent's recommendation of dismissal are true and substantiated, and if true and substantiated, whether or not they are adequate to justify the statutory grounds cited as reasons for the dismissal. The report is due within 30 days after receipt of the notice of appeal, but the appeal board may, if it finds that more time is needed in the interests of justice, extend the time up to 30 days from the date of notice of extension to all parties who are to receive the report.

If the appeal board finds that the facts relied upon by the district superintendent for recommending the dismissal are not true or not substantiated, or are not adequate as statutory grounds for dismissal, and so notifies the teacher, the district superintendent, the district school board, and the state school superintendent, the teacher must be reinstated with back pay for the period from the effective date of dismissal to the date of the reinstatement order. Should the appeal board sustain the dismissal of the teacher, the dismissal becomes final on the date of the appeal board's written notice to this effect to the parties. Either the teacher or the board may apply for a writ of review as provided in Sections 34.010 to 34.100 for the purpose of reviewing the findings and order, if any, of the appeal board.

Other provisions– Any teacher under contract to teach in any public school who resigns his position within 90 days before the term begins or at any time during the contract period, shall have his certificate suspended for the remainder of the school year by the state superintendent of public instruction if the district school board notifies the superintendent of the resignation.

PENNSYLVANIA

Reference: *Purdon's Pennsylvania Statutes Annotated.* Title 24, secs. 11-1101, 11-1108, 11-1121 to 11-1132, 11-1152.

Coverage State-wide; covers all professional employees who are certificated as teachers, supervisors, supervising principals, principals, assistant principals, vice-principals, directors of vocational education, dental hygienists, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school librarians, school secretaries, the selection of whom is on the basis of merit as determined by eligibility lists, and school nurses.

Probationary service Two years. The law distinguishes a substitute from a temporary professional employee. The latter means "any individual who has been employed to perform, for a limited time, the duties of a newly created position or of a regular professional employee whose services have been terminated by death, resignation, suspension or removal." A temporary professional employee is rated at least twice a year and cannot be dismissed unless rated unsatisfactory and given 10 days' notice. If rated satisfactory during the last four months of the second year of service, such an employee attains the status of a "professional employee" and must be tendered a regular contract of employment.

Once tenure status has been attained in a school district, another probationary period need not be served in any other school district in the state.

Tenure Provisions

The contract form is included in the tenure law. All professional employees are subject to a rating of efficiency. Notice of unsatisfactory rating must be sent to the employee within 10 days; all unsatisfactory ratings are subject to approval by the school district superintendent. School boards must keep a permanent record system containing the ratings of each professional employee. No professional employee may be dismissed unless rating records have been kept on file by the school board.

Boards of school districts may retire a tenure teacher upon evidence of disability, or after the age of voluntary retirement, or at age 62, except that if he is a member of the social security system, his employment may be terminated at age 65 or at the age he becomes eligible for full social security benefits.

No demotions or reduction in salary can be made without a hearing. Suspensions by school boards are authorized for a substantial decrease in enrollment or for curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board and approved by the state department because of decline in class or course enrollment or to conform with standards required by law or recommended by the state department. Suspension is also authorized when staffs are reduced because of school consolidation or school district reorganization.

Suspensions for the reasons above must be based on efficiency rank determined by ratings made according to standards and regulations determined by rating cards required to be kept. In case of suspensions, employees are to be released on the basis of seniority rights acquired within the school district if there is no difference or no substantial difference in the ratings; if there are substantial differences in ratings, seniority shall be given consideration according to weighting principles incorporated in the rating cards. Where there is a merger, jointure, or a union school district formed, or a new school district is formed as a result of reorganization of school districts, the employee retains the seniority he had at the time this occurred. Reinstatement is in inverse order of suspension.

Causes for dismissal Immorality, incompetency, intemperance, cruelty, persistent negligence, mental derangement, persistent and willful violation of school laws, or un-American activities.

Notice, hearing, and appeal Charges must be preferred and a notice with detailed statement of charges given; a hearing must be held not less than 10 nor more than 15 days after notice. Hearings are public unless private at the request of the teacher. The teacher has the right to be heard, either in person or by counsel or both, and to present witnesses. Witnesses may be subpoenaed. All testimony must

be under oath; testimony must be recorded at school district expense. The decision of the board is to be by a two-thirds vote of all members, no member voting if related to the accused within a specified degree. The decision of the board must be sent to the teacher within 10 days after the conclusion of the hearing. If the final decision is favorable to the teacher, the charges must be completely expunged from the records, but the teacher must get a transcript of the record of the hearing.

Appeal may be taken to the state superintendent within 30 days. The superintendent must fix a day for a hearing no sooner than 10 nor later than 30 days after the petition. Appeal may be taken from the decision of the state superintendent to the court within 30 days after the superintendent's decision. The court hearing is to be held no sooner than 10 nor more than 20 days after the petition is filed. Appeal may be *de novo* on the request of either the teacher or the school board.

RHODE ISLAND

Reference: *General Laws of Rhode Island, 1956 (Reenactment of 1969).* Secs. 16-13-1 to 16-13-8.

Coverage—State-wide; covers teachers and all other certificated employees.

Probationary service—Three years during which annual contracts may or may not be renewed upon notice on or before March 1. A teacher whose contract is not renewed may request a statement of the cause for dismissal or nonrenewal, and the teacher is also entitled to a hearing and appeal as set out in the tenure law.

A teacher with tenure who voluntarily resigns and transfers to another school system in the state without interrupting his professional career remains under the tenure law unless notified to the contrary in writing before March 1 of the second year in which he transfers.

Tenure Provisions

Causes for dismissal—Tenure teachers may not be dismissed except for good and just cause.

Notice, hearing, and appeal—Statement of cause for dismissal must be given the teacher at least one month before the close of the school year. The teacher must request a hearing within 15 days of notice. The hearing shall be before the full board, public or private at the option of the teacher. The teacher may be represented by counsel and present witnesses. A record of the hearing shall be kept by the board and a copy furnished the teacher. Appeal may be made to the state department and further appeal may be made to the court.

Suspension—Teachers may be suspended for good and just cause, but if after a hearing requested by the suspended teacher, he is acquitted, he shall be paid full salary for the period of suspension.

Suspension because of decrease in pupil population within the school system must observe seniority unless it is necessary to retain certain teachers of technical subjects whose places cannot be filled by teachers of earlier appointment. Suspended teachers are to be reinstated in inverse order of suspension, with no new appointments being made while there are available teachers so suspended.

SOUTH CAROLINA

South Carolina has no tenure law. In 1955, the legislature repealed the state-wide spring notification type continuing contract provision. The local tenure provision applicable to Richland County was repealed in 1956.

Reference: *Code of Laws of South Carolina, 1962.* Sec. 21-228.

The only statutory provision in effect is that no contract for employment of teachers shall be entered into before April 15. However, special acts permit school officials and teachers in Spartanburg County (Act No. 293, Acts of 1971, p. 384) and in Fairfield and Chester Counties (Act No. 394, Acts of 1971, p. 527) to enter into teaching contracts at such time as they may determine.

SOUTH DAKOTA

Reference: *South Dakota Compiled Laws 1967*, Secs. 13-43-9—13-43-13; 13-43-15; 13-46-1—13-46-7.

Coverage—Teachers. The term *teacher* is defined in the statute to mean any person engaged in the profession of teaching children in kindergarten through grade 12 in the public schools, and any person employed as a principal, superintendent, or other administrative school employee.

Probationary service—The statute does not mention a probationary period; however, teachers who have been employed by any school board in the state for at least two successive years are entitled to notification of nonrenewal of contract.

For dismissal of any teacher during the school year, see below.

Contracts of employment of classroom teachers for the next school year may not be issued before March 1 of the current school year.

Tenure Provisions

Teachers who have had two successive years of employment in any school district in the state must be notified in writing of nonrenewal of their contracts on or before April 1 of the current school year. Failure to notify teachers of nonrenewal constitutes an offer of renewal of the current contract for the next year under the same terms and conditions. Terms may later be changed by mutual consent of the teacher and the board.

After an offer of renewal is created, the board must submit a written contract to the teacher by May 1 and notify the teacher that acceptance is required within 15 days. If the teacher fails to sign the contract within 15 days, the offer is deemed revoked.

Notice, hearing, and appeal on nonrenewal of contract—At least 20 days before the teacher is given notice of nonrenewal of the contract, the school board must notify the teacher of its *intention* not to renew the contract, or the school superintendent or school administrator must notify the teacher of his *intention* to recommend to the board that the contract not be renewed. Within this 20-day period, the board, or if applicable, the superintendent or other school administrator, shall as soon as practicable, and upon the teacher's written request, make available to the teacher for review his personal evaluation file, advise the teacher in writing of the reasons, and afford the teacher an informal, private conference before the board, or if applicable, before the superintendent or school administrator. These provisions do not restrict the board from taking action or the superintendent or school administrator from making recommendations to the board, based on relevant circumstances which occur during this 20-day period, but in this event, the teacher must be notified as soon as practicable.

If the teacher receives notification that the contract is not to be renewed, he may, within seven days, request a hearing before the board meeting in executive session. At the hearing which must be held within seven days after the request is received, the board must state the reasons for its determination. Further, upon request of the teacher, the board, as soon as practicable and in advance of the hearing, shall make available to the teacher for review his personal evaluation file and advise the teacher in writing of the reasons upon which the nonrenewal notification is based. All statements made or evidence presented in such executive hearing are privileged communications. At such hearing, upon two days' notice to each other, both parties may be represented by counsel and have a full opportunity to present all relevant evidence. The board must give written notice of its final determination to the teacher within seven days. The ultimate determination of the board is final. The teacher has a right to appeal the final decision of the board to the circuit court. The court proceedings are the same as those described below.

Dismissal during the school year—A school board may dismiss any teacher at any time for plain violation of contract, gross immorality, incompetency, or flagrant neglect of duty. The teacher has the right to appeal the board's decision to the circuit court within 90 days by serving notice of the appeal on the

school board. Within five days thereafter, the clerk of the school board must transmit to the clerk of the court a certified copy of the record of the decision of dismissal and a record of all proceedings conducted in relation thereto. The appeal before the circuit court is a trial *de novo* according to rules relating to special proceedings of a civil nature. Appeal from the judgment of the circuit court may be taken to the state supreme court within 60 days.

Other provisions–If the teacher "breaks" or "jumps" the contract without mutual agreement, the state school superintendent, upon request of the local school board shall suspend the teacher's certificate for one year.

TENNESSEE

Reference: *Tennessee Code Annotated.* Secs. 49-1401 to 49-1418, 49-1423.

Coverage—State-wide; covers teachers, supervisors, principals, superintendents, and all other certificated employees. Administrative and supervisory personnel have tenure as teachers but not necessarily in the positions they hold.

Teachers in schools and institutions under the jurisdiction of the state board of education are covered under a separate statute which directs the state board to issue tenure regulations for this group. Provisions for notice, hearing, and judicial review described below apply to these teachers also. (Sec. 49-1443.)

Another statute directs the state board of education to establish a tenure system for college and university teachers under its jurisdiction. *Teacher* is defined to include administrative officers, except the president or the chief administrative officer. Provisions for notice, hearing, and judicial review described below also apply to college and university teachers. (Secs. 49-1421 and 49-1422.)

Probationary service—Three years and re-election for the fourth year or not less than 27 months within a five-year period, and employed as a regular teacher within the last year. Prior to re-election, the school superintendent must notify the school board that the teacher will attain tenure if re-elected. Tenure teachers must serve another probationary period upon moving to another system, unless the new employer, on recommendation of the superintendent, waives the requirement or shortens the probationary period. Nontenure teachers continue to be employed under the continuing-contract provisions (Sec. 49-1306) requiring the board to give written notice of dismissal or nonrenewal. The notice must be received prior to April 15 to be applicable to the next succeeding school year.

Dismissal of probationary teachers—Causes for dismissal of probationary teachers during the school year and notice and hearing rights are the same as those for tenure teachers except that the provisions for judicial review are inapplicable.

Tenure Provisions

After completing the probationary period, teachers who have a degree from a four-year college and hold a professional certificate are granted permanent tenure. Those not eligible for classification as permanent tenure teachers shall be granted limited tenure status if prior to September 1, 1972, they have completed at least two years of college, hold a professional certificate, have completed the probationary service requirements, and have been re-employed. Limited tenure shall be for three-year periods during each of which the teacher shall earn not less than 18 quarter hours of college credit. A limited tenure teacher shall become a permanent tenure teacher when he earns a bachelor's degree and otherwise qualifies. The limited tenure provisions apply only to those teachers who attained limited tenure status prior to September 1, 1972, and who continuously maintain the requirements for renewal of such status.

Tenure ceases on July 1 following the teacher's 65th birthday. The board has discretion under the retirement law to employ teachers who have attained age 65 on a yearly basis until age 70.

Thirty days' notice is required before a teacher may resign, and if the teacher fails to give such notice, in the absence of mitigating circumstances, shall forfeit tenure status unless the board waives the requirement.

A teacher breaking a contract without justifiable reason shall not be given permanent status in any other local school district until he has served a 5-year probationary period. This provision applies if the school board with whom the teacher has broken the contract informs the state commissioner of education of the breach, and requests him to so notify all local school boards in the state. If the local board informs the commissioner that it no longer holds the breach of contract against the teacher, the penalty provision is lifted at once. Justifiable reasons for breaking the contract are defined as: (a) incapacity to perform the contract, as evidenced by a certified statement of a physician approved by the local school board; (b) military draft; and (c) contract release by the local school board.

When necessary for the efficient operation of the school system, a teacher may be transferred from one school to another in the system or from one type of work to another for which he is qualified and certified. The transfer requires the concurrent action of the school superintendent and the school board.

Causes for dismissal—Tenure teachers may be dismissed or suspended for incompetence, inefficiency, neglect of duty, unprofessional conduct, or insubordination; these terms are specifically defined in the law.

The board has authority to dismiss teachers because of a decrease in enrollment or for other good reason to reduce the number of teaching positions. Written notice of dismissal is required to explain the circumstances or conditions making dismissal necessary, and such teachers shall be placed on a preferred list for re-employment in the first vacancies for which they are qualified, provided that the board may evaluate each teacher's competence to properly discharge the duties required in such vacancy considered in the light of the best interests of the students.

Suspension—If necessary, the superintendent may suspend a teacher at any time, pending investigation or final disposition of the case on appeal; if vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

Notice, hearing, and appeal—Charges must be signed by the party making the charges. The teacher shall be sent notice on a form prepared by the state superintendent advising him of his legal duties, rights, and recourse under the law.

Within 30 days after receipt of the notice the teacher may demand a hearing in writing; the superintendent shall give notice of the date and place of the hearing within five days of receipt of such request, and the hearing shall be not later than 30 days following the receipt of the demand for a hearing. At the hearing the teacher may appear with or without counsel, and is entitled to have witnesses in his behalf and compel them to appear by subpoena; all testimony shall be taken under oath. The costs of the proceeding shall be paid by the losing party. The hearing may be private at the request of the teacher or in the discretion of the board. The decision shall be made within 10 days of the hearing and the teacher notified immediately.

Petition for judicial review may be filed by a permanent or limited tenure teacher within 30 days from receipt by the teacher of the notice of the board's decision.

TEXAS

Reference: *Vernon's Texas Codes Annotated. Texas Education Code.* Secs. 13.101–13.116.

Participation by school districts in the state tenure program is optional.

Coverage—Teachers. A person who has served as a superintendent, principal, supervisor, or in any administrative position requiring certification, at the completion of his service in such capacity, may be granted a continuing contract to serve as a teacher, with his period of service in the administrative capacity construed as contract service as a teacher.

Probationary service—Three consecutive years of employment and re-employment in the district for the succeeding year. The probationary period may be extended to a fourth year. The contract of the probationary teacher shall be for a fixed term, but not to exceed three years; no contract shall be made which extends the probationary period beyond the end of the teacher's third consecutive year of employment, unless the board determines and recites that it is in doubt whether the teacher should be given a continuing contract, in which case the contract may end with the fourth consecutive year of employment in the school district.

Employment of a probationary teacher may be terminated at the end of the contract period if the board feels that the best interest of the school district will be served. Notice of intention to terminate the employment must be given to the teacher by April 1 before the end of the contract period. Failure to give the teacher such notice means election to re-employment for the next school year if the teacher has served less than three consecutive years, or employment in continuing contract status if the teacher has served three consecutive years.

Termination or dismissal—A probationary teacher notified of termination of employment at the end of the contract term may request a hearing. At such hearing he must be informed of the reasons for the termination. The decision of the board after the hearing is final and nonappealable.

A probationary teacher may be dismissed during the school year or at the end of the school year before the end of his contract term, for any of the same causes and under the same procedures that apply to dismissal of continuing contract teachers.

Tenure Provisions

Provisions of the law refer to continuing contracts. Any teacher, employed in his final probationary year (third or fourth consecutive year, as the case may be) and who is elected to employment for the succeeding school year shall be notified in writing of his election to continuing contract status. The teacher must file written acceptance of the continuing contract within 30 days of notification; failure to do so constitutes refusal. A teacher on continuing contract has the right to continue in his position without the necessity of annual nomination or reappointment until he resigns or retires, is released because of necessary personnel reduction, is discharged for lawful cause, is dismissed at the end of the school year, or is returned to probationary status.

Causes for dismissal during the school year—Any teacher (probationary or continuing contract) may be dismissed during the school year for immorality, conviction of a felony or other crime involving moral turpitude, drunkenness, repeated failure to comply with official directives and established school-board policy, physical or mental incapacity, or repeated and continuing neglect of duties.

Causes for dismissal at end of school year or return to probationary status—The school board may dismiss a continuing contract teacher at the end of a school year or return him to probationary status for no more than three school years for any reason enumerated for dismissal during the school year, or for any of these additional reasons: inefficiency or incompetency, failure to comply with reasonable

requirements the school board may prescribe for achieving professional improvement and growth, willful failure to pay debts, habitual use of drugs or hallucinogens, excessive use of alcoholic beverages; necessary reduction of personnel, in which case the reductions shall be made in inverse order of seniority in the specific teaching fields; or for failure to meet the accepted standards of conduct for the profession as applied in similarly situated school districts in the state.

Notice and hearing—Before a teacher on continuing contract is dismissed or returned to probationary status, or before a probationary teacher is dismissed either during the school year or at its close but before the end of his fixed contract term, the teacher must be notified in writing of the proposed action and the grounds therefor. If the grounds relate to the teacher's inability or failure to perform his assigned duties, the action must be based upon the written recommendations of the superintendent. Where the charges are of this nature, the board at its discretion may establish a committee of teachers and administrators, and the teacher may request a hearing before this committee prior to the board hearing.

Upon written request the teacher is entitled to a copy of any evaluation records or other memoranda touching or concerning his fitness or conduct as a teacher.

The teacher must make a written request for a hearing before the school board within 10 days of receipt of notification of dismissal or return to probationary status, and the board has 10 days after the filed request to fix the time and place of the hearing. The hearing shall be public unless a private one is requested in writing by the teacher. The teacher has the right to counsel, to hear and present evidence, and to cross-examine all adverse witnesses. Dismissal or return to probationary status requires the majority vote of the full board.

Appeal—Within 15 days of receiving written notice of the board's action to discharge or return the teacher to probationary status, the teacher has the right to appeal to the State Commissioner of Education by filing a notice of appeal with the district school board and mailing a copy to the commissioner. Where the decision involves a dismissal during the school year, the teacher, alternatively, may challenge the legality of the board's action by bringing suit in the District Court within 30 days after receiving notice of the board's decision.

Either party to an appeal to the State Commissioner of Education may appeal his decision to the State Board of Education, whose decision shall be final on all questions of fact. The decision of the state board may be appealed to the District Court if it is not supported in the record by substantial evidence, is arbitrary or capricious, or is in error on the application of the law to the facts of the case. The trial procedure in the District Court and on further court appeal follows the procedure of other civil cases.

Suspension—The school board, or the superintendent, if suspension power has been expressly delegated to him, may suspend the teacher without pay pending final disposition, but in the latter event, the hearing must be held within 15 days after request for a hearing, unless the teacher consents otherwise in writing. Reinstatement is with back pay.

Other provisions—All employment contracts (probationary and continuing) must be in writing in a form approved by the State Commissioner of Education and must embody the terms and conditions of employment as set forth in the continuing contract law.

Any teacher holding a continuing or probationary contract may leave his employment at the end of any school year without penalty by filing a written resignation by August 1. A teacher may resign with the consent of the employing school board at any other time mutually agreeable. A teacher who fails to resign within the time and manner as provided above and who fails to perform his contract is ineligible for employment in any other Texas school district during the ensuing school year covered by his contract and suffers suspension of his teaching certificate for that school year.

UTAH

Utah has no tenure law. The statutory provision permitting long-term contracts follows.

Reference: *Utah Code Annotated.* Title 53, sec. 53-4-14.

Local school boards may enter into written contracts for the employment of personnel for a term not to exceed five years, but there shall be nothing in the contract term to restrict the power of the local board to terminate the contract for cause at any time.

VERMONT

Vermont has no tenure law.

Reference: *Vermont Statutes Annotated.* Title 16, secs. 1751, 1752.

Statutory provisions require written contracts. Limitations on the duration of the contract term are not stated in the law.

Suspension and Dismissal Provisions During the Contract Term

A public-school teacher under contract who fails, without just cause, to complete his contract term shall be disqualified to teach in any public school for the remainder of the school year.

Causes for suspension or dismissal during contract term—A superintendent may suspend a teacher for incompetence, conduct unbecoming a teacher, failure to attend to duties, or failure to carry out reasonable orders and directions of the superintendent and the school board.

Notice, hearing, and appeal—Written notice of the suspension with grounds for the action must be delivered to the teacher, and to the chairman and to the clerk of the board of school directors. Upon receipt of this notice, performance under the contract is suspended, but the teacher must be paid pro rata until the time he is dismissed by the school board.

The suspended teacher has the right to appeal to the school directors of the district for a review of the suspension. To initiate the appeal, he must file a written notice with the clerk of the board within seven days of the effective date of his suspension. The clerk must forthwith forward the notice of appeal to the superintendent and send the teacher an acknowledgement of the receipt of his appeal. The school board must hear the appeal within 10 days after receiving the notice of appeal, and the clerk must send a written notice of the time and place of the hearing to the teacher and the superintendent at least three days before it is scheduled.

All parties are entitled to counsel at every stage of the proceedings, and all hearings are to be closed unless the teacher requests or agrees in writing to a public hearing. A teacher making an appeal may waive his right to a hearing.

Upon a hearing, or if the teacher does not appeal, the school board shall affirm or reverse the suspension, or take such other action, including dismissal, as may be justified. If the suspension or dismissal is reversed, the teacher suffers no loss of pay, retirement benefits, or any other benefits to which he would otherwise have been entitled.

The school board's written decision must be filed with the clerk of the board not later than five days after the hearing or after the time for taking an appeal has expired; within three days thereafter, the clerk must send written notice of the board's decision to the teacher and to the superintendent.

A teacher who has not followed the prescribed procedures cannot bring a lawsuit against the school district for breach of contract because of suspension or dismissal.

VIRGINIA

Reference: *Code of Virginia 1950, Annotated* (1969 Replacement Volume). Secs. 22.217.1–22.217.8.

Coverage—State-wide; covers all regularly certified professional public-school personnel.

Probationary service—Three years and re-election for the fourth year. In the discretion of the local school board service prior to July 1, 1969, in the same county or city may be determined as satisfying the probationary term in whole or in part. Once the teacher achieves tenure in one school district, another probationary period does not have to be served unless made a part of the contract.

Promotion to the position of principal or supervisor requires a three-year probationary period in that position. A principal or supervisor on continuing contract status may be reassigned to the position of classroom teacher if notified by April 15 of the school year.

Notice of nonrenewal of the contract must be sent to the teacher on or before April 15. If a notice of re-employment is received by the teacher, it must be accepted or rejected in writing within 15 days.

Tenure Provisions

After the probationary period and re-election, teachers serve under continuing contracts during good behavior and competent service. Written notice of noncontinuation of the contract by either the teacher or the board must be given by April 15, otherwise the contract continues in effect for the next year in conformity with local salary stipulations including increments.

Causes for dismissal or probation—Incompetency, immorality, noncompliance with school laws and regulations, disability as shown by competent medical evidence, or other good and just cause. The board may also reduce the number of teachers both tenure and nontenure because of a decrease in enrollment or abolition of particular subjects.

Notice and hearing—The teacher who is to be dismissed or placed on probation must be given written notice of the proposed action and reasons for it and a statement that the teacher may request a hearing within 15 days after receipt of the notice. A personal interview with the teacher stating the reasons for the proposed action may be employed in lieu of the written notice.

The hearing, which is private unless the teacher requests that it be public, must be set within 30 days of the teacher's request, and the teacher must be given 15 days' written notice of the time and place. The teacher may appear with counsel and present testimony of witnesses and other evidence.

Within five days of the conclusion of the hearing, the school board must give the teacher its written decision and a transcript of the proceedings, without cost. A majority vote of the board is necessary for dismissal.

Other provisions—All teachers in the state must be employed by written contract. A teacher may resign after April 15 of any school year with the approval of the board. Request for release from the contract must be in writing setting forth the cause of resignation and be submitted at least two weeks in advance of the intended date of resignation. In the event that the board declines to grant the request for release on the ground of insufficient or unjustifiable cause, and the teacher breaches the contract, the certificate of the teacher may be revoked.

WASHINGTON

Reference: *Revised Code of Washington Annotated.* Title 28A, secs. 28A.258.100, 28A.258.445; 28A.58.450 to 28A.58.515; 28A.67.065 and 28A.67.070.

Coverage—State-wide; covers teachers, principals, supervisors, superintendents, and other certificated personnel. Coverage does not apply to certificated employees hired to replace certificated employees granted sabbatical, regular, or other leave.

Probationary service—None.

Tenure Provisions

All teachers must have the appropriate certificate and must be employed by written contract. If dismissal is contemplated during the school year, the board must notify the employee in writing and specify the probable cause or causes. For nonrenewal of contract the teacher must be notified on or before April 15.

Notice and hearing—An employee who is notified that he is to be discharged at the end of the school year or to be dismissed or otherwise adversely affected in his contract status during the school year may, within 10 days after receiving the notice, request a hearing before the board or before the superior court (see below). The board hearing must be held within 10 days after the receipt of the request and the employee must be notified of the date, time, and place three days beforehand. The hearing may be open or closed at the option of the employee, but if the employee fails to elect, the board may decide. The employee may have counsel and may produce witnesses. Within five days following the conclusion of the hearing, the board shall notify the employee of its decision in writing. Any decision to discharge the employee, not to renew his contract, or take other adverse action must be based solely upon the cause or causes specified in the notice to the employee and established by a preponderance of the evidence at the hearing. Failure to give timely notice or an opportunity for a hearing, or to establish the cause for discharge or non-re-employment entitles the employee to remain in his position for the duration of the contract; or if non-re-employment is involved, to be automatically re-employed for the ensuing year.

Appeal—The employee has 30 days from the board's decision to file an appeal in the superior court for an expeditious hearing *de novo.* A copy of the appeal must be served upon the chairman of the school board and must set forth in a clear and concise manner the errors complained of. The clerk of the court must notify the school board of the appeal and within 20 days the school board must, at its own expense, file a complete transcript of the evidence, papers, and exhibits relating to the decision, all properly certified to be correct. The court has discretion to award the employee a reasonable attorney's fee for the preparation and trial of the appeal together with his taxable costs. Additionally, if the court enters judgment for the employee, it may award damages incurred by the employee by reason of the action of the school board. Either party may appeal further to the court of appeals or the supreme court of the state.

In lieu of requesting the hearing before the board, the employee may elect to appeal the action of the board directly to the superior court by serving a notice of appeal on the clerk of the board and filing a notice of appeal with the clerk of the court within 10 days after receiving notification of action from the board. The notice of appeal shall set forth in a clear and concise manner the action appealed from. The superior court shall then determine whether or not there was sufficient cause for the action of the board and shall base its determination solely upon the cause or causes stated in the notice to the employee. The appeal is conducted in the same manner as appeals provided for above.

Other provisions—Transfer of a certified employee within the state carries with it the same seniority and other benefits or their equivalent.

No contract between a school and a teacher is valid if the teacher is under contract to teach in another school district.

Every board is required to adopt evaluative criteria and procedures for certificated employees. Such procedures shall require not less than annual evaluation of all employees. New employees are to be evaluated within 90 days of their employment. Any employee whose work is judged unsatisfactory must be notified in writing of the stated areas of deficiency along with recommendations for improvement by February 1 of each year. A probationary period shall be established from February 1 to April 15 of each year for the employee to show improvement.

Certificated school employees have the right to inspect their personnel files at any time.

WEST VIRGINIA

Reference: *West Virginia Code Annotated.* Secs. 18A-2-1, 18A-2-2, 18A-2-7, 18A-2-8.

Coverage—State-wide; covers teachers, supervisors, principals, superintendents, public-school librarians, and all other persons regularly employed for instructional purposes in public schools.

Probationary service—Three years and re-employment for a fourth year. Teachers without a bachelor's degree who have served at least three years in a school system shall, upon obtaining a degree, be granted tenure if re-employed.

Probationary teachers may be dismissed or suspended during the school year for the same causes and under the same hearing procedures applicable to tenure teachers.

Tenure Provisions

Called continuing contract. After the fourth year of employment, the contract remains in full force and effect unless terminated by a majority vote of the full board before April 1, after written notice served upon the teacher stating the cause and providing the teacher an opportunity to be heard at a meeting of the board prior to the board's action.

Causes for dismissal or suspension—Immorality, incompetency, cruelty, insubordination, intemperance, or willful neglect of duty.

School boards may dismiss teachers for lack of need for service pursuant to provisions of law relating to allocation of teachers and pupil-teacher ratios. The dismissed teachers must be placed on a preferred list in order of their length of service, and no teacher may be employed by the board until each qualified teacher on the preferred list, in order, shall have been offered re-employment provided the teacher has not accepted employment elsewhere. Re-employment must be on the pre-existing contract and has the same effect as though the contract had been suspended during the time the teacher was not employed.

Notice, hearing, and appeal—Charges for dismissal or suspension must be in writing and served upon the teacher within five days of the presentation of the charges to the board. The teacher has a right to a hearing upon not less than 10 days' written notice. Where the decision of the board is not unanimous, the teacher has the right to appeal to the state superintendent of schools.

Suspension—The authority of the superintendent to suspend school personnel is temporary pending a hearing on the charges filed by the superintendent with the board and in no case may the suspension exceed 30 days unless extended by order of the board.

Other provisions—Any teachers who are transferred must be notified in writing within 10 days following the board meeting at which the superintendent recommended their transfer.

Teachers who fail to fulfill their contracts, unless prevented by illness or other just cause, or unless released therefrom by the board, or who violate any lawful provision thereof, are disqualified to teach in any other public school in the state for the next ensuing school year. Marriage is not regarded as failure to fulfill or a violation of the contract.

WISCONSIN

Tenure provisions in Wisconsin are limited to the county and city of Milwaukee, and the state university system. Nontenure areas are governed by a state-wide continuing contract law of the spring notification type which requires by March 15 written notice of renewal or nonrenewal of contract for the next school year. The board must notify the teacher in writing at least 15 days before giving written preliminary notice of its refusal to renew the contract that this action is being considered. The teacher has the right to a private conference with the board if he files a request for it within five days after receiving preliminary notice of the board's refusal to renew the contract. If no notice is given, the contract is continued for the ensuing school year. Teachers must indicate acceptance or rejection of the contract in writing by April 15, regardless of whether renewal notice is given. No contract may be entered into while the teacher is under contract with another school board. Employment and dismissal of a teacher requires a majority vote of the full board. (Ch. 118.22)

A description of the tenure provisions follows.

Reference: *West's Wisconsin Statutes Annotated.* Chs. 37.31, 118.23, 119.42.

Coverage There are different provisions for counties of 500,000 population or over (Milwaukee County only), excluding cities therein of the first class, for cities of the first class (City of Milwaukee only), and for the state university system.

Milwaukee County

Schools, vocational and adult education schools, and state colleges in first-class cities are excepted from the provision. *Teacher* is defined as any person holding a certificate except a superintendent, assistant superintendent, and teachers having civil service status, and teachers employed as substitutes for teachers in the armed forces. The substitutes must be notified at the time of their employment that the position is temporary.

Milwaukee City

Covers teachers as defined in Chapter 42.70(2)(q) (the Milwaukee Teachers Retirement Fund). For purposes of tenure, *teacher* means principals, supervisors, welfare workers, and attendance officers; all high-school librarians having qualifications as teachers and any other persons employed as school librarians as of July 4, 1937, and meeting certain qualifications; all full-time social center, community house, adult education, or recreation directors, and instructors or other employees who possess the qualifications for employment as teachers. Excluded from coverage are the superintendent, assistant superintendents, special supervisors, part-time instructors of instrumental music classes, and substitute teachers.

One provision covers teachers; a separate provision covers personnel in vocational and adult education schools applicable to full-time day teachers, principals, supervisors, counselors, coordinators, technical advisors and experts, and other employees with teaching status, but not the director.

State university system

Teachers; defined as all persons engaged full time in teaching as their principal occupation, excluding faculty assistants and any state university president or acting president.

Probationary Service

Milwaukee County

Three years of continuous employment and re-employment for a fourth year in the same school district. Principals must serve three years in the position of principal and be re-employed for a fourth year to have tenure as a principal. Tenure as a teacher, however, is not affected by promotion to principal.

A teacher who acquires tenure in one district must serve another two-year probationary period, and be re-elected to a third year for tenure status in the new district.

Milwaukee City

Teachers become permanent after serving a three-year probationary period.

Any teacher employed in a public school in a territory annexed to the city who at that time meets the qualifications required for probationary or permanent appointment to a teaching position in the city shall have the status of a regularly appointed teacher in the schools of the city with all rights and privileges of regularly appointed teachers. The city shall credit such teachers with teaching service performed in the territory prior to its annexation.

State university system

Appointment and acceptance for the sixth year is required for teachers in the state university system. The dates for written notice for renewal or nonrenewal and the procedure to be followed with respect to giving a probationary teacher an opportunity to be heard should termination of his employment be considered during the contract period, are to be formulated by the board of regents.

Tenure Provisions

Milwaukee County

Dismissal is for inefficiency, immorality, willful and persistent violation of reasonable regulations of the board, or for other good cause, based upon written charges. The teacher must be notified of the charges and at his request a hearing must be held not less than 10 nor more than 30 days after receipt of the notice. When requested by the teacher, the hearing is public. The teacher may be represented by counsel. A transcript of the hearing is to be made. The decision of the board is final.

Tenure ceases at age 65, subsequent employment being without tenure. If a decrease in the number of permanently employed teachers is necessary because of substantial decrease in pupil population, teachers are to be laid off in inverse order of seniority and reinstated in inverse order of layoff if qualified. No new permanent or substitute appointments may be made while laid off permanent teachers are available.

Milwaukee City

Permanent status continues during efficiency and good behavior. Dismissal is for cause on written charges. Ten days' notice must be given, and the teacher is entitled to a hearing. The decision of the board is final.

State university system

Teachers serve during efficiency and good behavior after the probationary period. Dismissal is for cause upon written charges. Within 20 days after receiving the written charges the teacher may appeal to the board of regents of the state university by written notice to the president of the board of regents. The board must investigate the charges, hold a hearing, and provide the teacher its decision in writing. The action of the board is final, subject to judicial review. The board of regents has authority to prescribe rules governing the hearing and review.

The teacher loses tenure upon resigning from the state university system and must serve another probationary period upon re-employment. Tenure is not voided if the resignation is withdrawn and the withdrawal is accepted by the board before the beginning of the next school term.

WYOMING

Reference: *Wyoming Statutes 1957*, secs. 21.1-151 to 21.1-164.

Coverage—State-wide; covers all certificated professional persons employed under contract by a school district.

Probationary service—Called initial contracts. Three consecutive years in the same school district and re-employment for the fourth year. In any subsequent school district, the period is two consecutive years and re-employment for the third year. Any school may designate a teacher a continuing contract teacher at any time regardless of these provisions. Contracts must be offered by March 15 and accepted by April 15. Any probationary teacher who has taught continuously for at least 90 days in the system must be hired on an annual basis and must be notified of termination by March 15. Absences or leaves approved by the board are not considered as interruptions in service for purposes of determining continuing contract status.

A probationary teacher may be suspended or dismissed during the school year for any of the same causes and under the same procedures that apply to dismissal of continuing contract teachers during the year.

Tenure Provisions

Provisions of the law refer to continuing contract teachers. For such teachers, employment continues from year-to-year without annual contract renewal unless written notice of a recommendation of termination by the superintendent with reasons is given to the teacher on or before March 15. The teacher is entitled to a hearing before the board within 30 days after receipt of the notice by requesting same in writing at least 10 days after receiving notice. A contract may also be terminated at the end of the school year because of decreased enrollment or other cause beyond the control of the board.

The board has the right to transfer a teacher within a school system to a position of equal or greater salary, or it may reduce the salary as a part of a general salary reduction applicable to at least 50 percent of the teachers in the district, or to terminate extra services with corresponding termination of pay for such extra services. The board may also retire teachers pursuant to an established policy.

Causes for dismissal or suspension—Incompetency, neglect of duty, immorality, insubordination, or other good or just cause.

Dismissal or suspension during the school year—Any teacher, whether on initial or continuing contract, may be suspended or dismissed during the school year. Proceedings are initiated by the superintendent delivering written notice and reasons to the teacher. In the absence of the teacher's written waiver, a hearing must be held before the board within 30 days but not less than 10 days after the initiation of suspension or dismissal proceedings. Written notice of the hearing must be given the teacher at least 10 days before the hearing date.

The teacher has a right to appear with counsel, to be heard, and to present witnesses and evidence, and to cross-examine witnesses. All testimony must be under oath or affirmation. A record of the hearing must be made and be retained in the board minutes as a public record for five years.

Any action resulting in a teacher's suspension or dismissal shall be voted upon by a majority of the elected school-board members. Salary of the suspended teacher continues until the school board has taken formal action.

Other provisions—Any teacher may resign, effective at the end of the school year, by giving written notice to the school superintendent or other designated official by April 15.

The contracts of all teachers are subject to the policies, rules, and regulations of the school district not in conflict with this law or other laws of the state.